

ADDITIONAL SERVICES ATTACHMENT (ECM and SMS) TO MASTER AGREEMENT

This Attachment is entered into between the entity from Our Group listed on the Order Form (“**We**”/“**Us**”) and the customer identified in the signature block in the Order Form (“**You**”/“**Your**”). The provisions of the Master Agreement between the parties are hereby fully incorporated herein by reference. The Effective Date of this Attachment shall be the Effective Date of the Order Form. The parties agree to the following:

1. DEFINITIONS Capitalised terms that are not otherwise defined in this Attachment shall have the meaning ascribed to them in the Master Agreement (as appropriate).

“**Additional Services**” means SMS Services and/ or ECM Services.

“**Ancillary Software**” means such ancillary software that is required to be installed and operated on the Local System in order to assist with use of and access to the Office Application and ECM Products and supply of the ECM Services and any associated Support.

“**Business Hours**” means 0800 to 1800 hours Monday to Friday, excluding bank or public holidays in the UK.

“**Default**” means any breach of the obligations of either party in connection with this Attachment or Master Agreement and in respect of which such party is liable to the other hereunder.

“**Demand**” means any action, award, claim or other legal recourse, complaint, cost, debt, demand, expense, fine, liability, loss, outgoing, penalty or proceeding.

“**ECM Products**” means Our Software and technology and/or other products or third party software and technology used by Us to supply the ECM Services, including iConnect, Staffplan Exchange and Monitor.

“**ECM Services**” means electronic call monitoring services.

“**Local System**” means the IT infrastructure and systems (including hardware, software, internet connections, mobile devices and telecommunications but excluding the Office Application and ECM Products) operated by You on a local or mobile basis including all mobile phones or devices.

“**Office Applications**” the applications of Our Software installed and operated locally on an office basis, at Your primary office site and which are licenced to You pursuant to the Software Licence and Support Services Attachment.

“**SMS Services**” means short message services via text messaging.

2. SERVICES

2.1. Additional Services. Subject to the timely payment of the applicable fees and the terms of this Attachment and Master Agreement, We shall supply the Additional Services specified in the Order Form.

2.2. Time. The parties shall agree a date for the commencement of the Additional Services. All dates and times are agreed in good faith and time shall not be of the essence.

2.3. Extension of Time. If the performance of the Agreement by Us is delayed by reason of Your or Your personnel, agents, supplier or other contractors acts or omissions (including Your Default), We shall be entitled to a reasonable extension of time and to any reasonable additional costs which We can show were directly incurred as a result of the delay, provided always that We advise Your appropriate personnel in writing without undue delay.

3. SMS SERVICES

3.1. Your obligations. If the Additional Services includes the provision of SMS Services by Us, You undertake:

3.1.1. to be aware of and comply with all applicable laws in connection with the use of the SMS Services and the sending of SMS messages, including the Privacy and Electronic Communications (EC Directive) Regulations 2003 (including any amending or substitute regulations) and to comply with any lawful and reasonable direction of any network operator or any other competent authority made known to You from time to time;

3.1.2. if applicable, to allow any recipients of text messages via SMS Services (“**Recipients**”) to opt out from participating in the receipt of text messaging as and when desired;

3.1.3. if applicable, to inform Recipients in every text message of the procedure for opting out of further text messages;

3.1.4. immediately on receipt of notification from Us or Our supplier of deactivated MSISDN (mobile) numbers, to delete such numbers from Your database;

3.1.5. to take all necessary steps and actions to prevent the use of the SMS Services by any unauthorised person for any unauthorised purpose and to take all such precautions to prevent such unauthorised access including maintaining the confidentiality and protecting all user account information including but not limited to access privileges such as usernames and passwords;

3.1.6. not to use the SMS Services to send messages for the purpose of causing annoyance, offence, inconvenience or distress to any Recipient;

3.1.7. not to use the SMS Services in any way that is unlawful, likely to bring Us or Our supplier into disrepute or causes offence or causes a criminal offence or tort to be committed;

3.1.8. to ensure Your facilities and equipment (including hardware and software) are compatible at all times to use the SMS Services; and

3.1.9. to indemnify Us in respect of any Demand We may suffer or incur as a result of or arising directly or indirectly from Your breach of your undertakings in clauses 3.1.1 to 3.1.8 of this Attachment, including any claim made against Us by any regulatory body or third party supplier.

3.2. SMS Disclaimers. If the Additional Services includes the provision of SMS Services by Us, You acknowledge and agree that:

3.2.1. delivery of the SMS Services is dependent on the effective functioning of network operators’ cellular networks, network coverage and the Recipients mobile handset. We do not guarantee the availability of the SMS Services or delivery of the SMS Services and We shall not be liable for any non-availability or failure to deliver the SMS Services as a result of the failure or non-availability of the network operators’ cellular networks, network coverage or the Recipient’s mobile handset other than where such failure or non-availability is caused by Our Default.

3.2.2. subject to clause 3.2.1, We will make commercially reasonable efforts to ensure uninterrupted and continued use of the SMS Services. Network operators may modify, enhance, develop or discontinue components of their services at any time without prior notice, in which event You acknowledge and accept that We shall be entitled to modify, enhance, develop or discontinue components of the SMS Services without notice or liability.

3.2.3. SMS messages shall be deemed to have been delivered when We and/or Our supplier has sent the messages to the immediate destination that We are requested to do including, but not limited to, mobile telephone networks, SMTP or other servers and SMSC network delivery notification is ascertained.

3.3. Third Party Supplier. You acknowledge that SMS Services are supplied by Us via Our nominated and approved third party supplier (“**Nominated Supplier**”) from time to time. Unless otherwise agreed by Us or as may be permitted by Our Nominated Supplier:

3.3.1. You may only use SMS Services supplied by Us in conjunction with use of Our Software and Services; and

3.3.2. your right to use or receive the SMS Services shall cease on termination of this Attachment (in connection with SMS Services) for any reason.

We reserve the right to change, replace or substitute any Nominated Supplier. Where such change, replacement or substitute shall adversely affect the cost, functionality or quality (as the case may be) of the SMS Services, We shall obtain Your prior written consent (such consent not to be unreasonably withheld).

3.4. Termination. Where Our right to supply or make available, arrange and/or procure SMS Services from Our Nominated Supplier ceases for any reason We reserve the right to withdraw and terminate the provision of the SMS Services and all related facilities and services under this Attachment in connection with SMS Services immediately on notice to You provided We shall use commercially reasonable efforts to (i) provide You with as much notice as is reasonably practicable and (ii) offer replacement or substitute SMS Services.

3.5. Suspension. We reserve the right to suspend the provision of the SMS services if You or Your personnel breach the terms of clause 3 of this Attachment or if lawfully required or requested to do so Our Nominated Supplier.

4. ECM SERVICES

4.1. Type of ECM Services. We offer two types of ECM Services by use of the ECM Products as specified on the Order Form, namely (i) ECM Services via iConnect and StaffPlan Exchange and (ii) ECM Services via Monitor. If You subscribe to use iConnect Your users will also have access to Monitor as a backup service only in circumstances where it is not possible to book events or transactions via iConnect due to exceptional circumstances, for example airline network services are not available. Use of Monitor in these circumstances is subject to Our fair usage policy. Where the number of monitor events or transactions using Monitor equals or exceeds 10% of all monitor events or transactions during a month, We reserve the right to charge You on a per booking event basis for such excess use based on Our prevailing rates for excess use, in addition to the fees set out in the Order Form.

4.2. Minimum Subscription. We will provide ECM Services by use of the selected ECM Product for the minimum number of users specified in the Order Form. You may exceed this minimum number subject to paying the additional charges set out in the Order Form, or if no additional charges are specified, at Our prevailing rates for excess use. You may at any time increase the number of minimum users having access to the ECM Services by requesting a change in the number of authorised user licences by placing an additional order.

4.3. ECM Services via iConnect. ECM Services via iConnect shall comprise:

- 4.3.1 the delivery of accurate visit information from the Office Applications to an appropriate mobile device;
- 4.3.2 the receipt of accurate visit information from the Office Applications by an appropriate mobile device; and
- 4.3.3 the communication of accurate point of care details from appropriate mobile devices to the Office Applications.

The supply of ECM Services via iConnect is subject to You (a) having an appropriate contract with an approved network provider for the supply of voice/air/data services; and (b) using mobile devices approved by Us from time to time. We cannot guarantee or warrant the quality or accuracy of the ECM Services if You use unapproved mobile devices. You shall not copy or duplicate any of Our Software relating to iConnect between mobile devices without Our prior written consent and paying the charges at Our prevailing rates applicable to additional licensed users. You are responsible for any contract for the supply of voice/air/data services and You will remain liable for all charges under such contact whether used for ECM Services or other purposes or if the provision for ECM Services terminates or this Attachment (in connection with ECM Services) terminates for any reason

4.4 ECM Services via Monitor. ECM Services via Monitor shall comprise the accurate logging of visit start and end times details by dialling a specified telephone number from a fixed-line telephone and the communication of those start and end times details to the Office Applications. The supply of the ECM Services via Monitor is subject to the relevant user dialling the designated telephone number.

4.5 Data. Without prejudice to the provisions included in the Master Agreement in connection with Customer Data:

- 4.5.1 When providing ECM Services We shall use commercially reasonable efforts to maintain the confidentiality, security, and integrity of Customer Data when You use the ECS Services. However You are responsible for making Your own arrangements for security and firewall services necessary to protect your Local System, hardware and devices on which the Office Applications and ECM Products are operated.
- 4.5.2 You acknowledge and agree that Customer Data stored on the Office Applications and/or ECM Product may be accessed and/or processed by and on behalf of Us in connection with providing the ECM Services and You shall consent to such access and processing and ensure that such access and processing does not contravene any applicable data protection legislation (including obtaining the data subject's consent) or other applicable law.
- 4.5.3 You shall grant to Us a non-exclusive, time-limited right to transmit, store and utilise the Customer Data as required for Us to fulfil Our obligations to You in connection in with the ECM Services.
- 4.5.4 You acknowledge that the Customer Data will travel to and from the Local System over a telecommunication network and/or internet as part of the ECM Services and use of the ECM Products and that there are inherent risks to privacy and security in connection with the wireless transmission of data. We shall use commercially reasonable efforts and take reasonable steps to employ reasonable security, privacy and data encryption techniques to ensure the security and privacy of Customer Data transmitted wirelessly to and from the Local System through use of the ECM Services. However (without prejudice to Our obligations under the Data Protection Act 1988) We cannot and do not guarantee the privacy, security or authenticity of any information so transmitted over or stored in any system connected to the Internet or telecommunication network.
- 4.5.5 You shall be solely responsible for the accuracy, quality, integrity and legality of Customer Data and of the means by which You acquire Customer Data. You authorise Us and Our data centres to serve as the host and repository for the data You enter into the Office Applications and ECM Products when using the ECM Services.

4.6 Backup. If the Office Applications are hosted by You or on Your behalf by a third party service provider, You are responsible for employing and maintaining a reasonable and appropriate daily backup and recovery system which is tested regularly. We shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party or to the extent such loss, destruction, alteration or disclosure is due to Your or Your service provider not employing and maintaining a reasonable and appropriate daily backup and recovery systems.

4.7 Maintenance. We shall provide such (a) routine and preventative maintenance, security works and housekeeping of the ECM Services; and (b) urgent or emergency maintenance or works of the ECM Services, as We consider necessary to provide the ECM Services. We may interrupt the ECM Services to perform routine or unscheduled emergency or urgent maintenance or works to the ECM Services at any time but shall use commercially reasonable efforts to (i) avoid carrying out such maintenance or works during Business Hours if possible and (ii) to keep any service interruptions to a minimum and to minimise the potential impact on You and Your business.

4.8 Support. We will provide Support Services in connection with Our Software used in connection with the ECM Services and relating to the ECM Products subject to and in accordance with the terms of the relevant Software Licence and Support Services Attachment.

4.9 Licence. Your use of Our Software in connection with the ECM Services and relating to the ECM Products is subject to the terms of the Software Licence and Support Services Attachment. You may not use such Software other than for the purposes of the receipt and use of the ECM Services.

4.10 Availability. We shall use commercially reasonable efforts to make the ECM Services available to You during the periods set out in the Order Form, or if no periods are specified, during Business Hours and to minimise the time when the ECM Services are unavailable, but with no contractual commitment as to the percentage service availability. The inability of one or more of Your users to access the ECM Services shall not constitute the ECM Services not being available to use if Your other users are simultaneously able to gain access to the ECM Services. We shall use commercially reasonable efforts (a) during Business Hours to investigate, diagnose and, where possible, correct or remedy an error or fault with the ECM Services causing the ECM Services to be unavailable (in whole or in part) and to (b) perform the foregoing incident resolution service as soon as reasonably practicable and but no warranty is given in respect of any time for response or performance by Us.

4.11 Suspension. In addition to Our rights under the Master Agreement or the Software Licence and Support Services Attachment, We may suspend the provision of ECM Services if:

- 4.11.1 You fail to use the ECM Products in accordance with the applicable user guidance documentation or product literature issued by Us from time to time; or
- 4.11.2 the requirements imposed on the Office Applications or ECM Products by the number of users accessing the Office Applications or ECM Products and/or the form, size or type of file, mode of delivery or other attribute of the data stored, processed, delivered or interactively manipulated by You by means of the Office Applications or ECM Products exceed the limits or restrictions specified in the Order Form.

4.12 Customer Obligations. In addition to Your obligations under the Master Agreement and/or the Software Licence and Support Attachment, You are solely responsible for:

- 4.12.1 purchasing, installing, configuring and maintaining in use any required Ancillary Software;
- 4.12.2 purchasing installing and/or maintaining in use such part of the Office Applications and/or ECM Products that that is required to be installed and operated on the Local System;
- 4.12.3 supplying to Us any information which We may reasonably require regarding the verification of the existing or prospective level of Your use of the Office Applications, ECM Products and/or ECM Services where such information is not readily available to Us;
- 4.12.4 purchasing and maintaining Your Local System which is compatible with the Office Applications, ECM Products and/or ECM Services;
- 4.12.5 providing support for data integration tools and processes developed or maintained by You in order to connect the Office Applications, ECM Products and/or ECM Services to Your Local System;
- 4.12.6 before making changes to integration interfaces between the Office Applications, ECM Product and/or Your Local Systems, providing reasonable advance notice to Us in order to ensure the continued operation of any integration interfaces affected by such changes; You may be liable for additional fees at Our prevailing standard rates if We are required to makes changes to the Office Applications and/or ECM Products as a result of such changes in order to ensure the continued operation of any such integration interfaces;
- 4.12.7 notifying Us in the event of any planned change or update in the Local

System which could affect the provision of the ECM Services and/or operation of the ECM Products; You may be liable for additional fees at Our prevailing standard rates if We are required to makes changes to the Office Applications and/or ECM Products as a result of such change or update in order to ensure the continued operation of Office Applications and/or ECM Products and continued provision of the ECM Services; and

4.12.8 notifying Our helpdesk as soon as You become aware of an interruption to or the unavailability for the ECM Services.

4.13 Termination. The provision of ECM Services shall automatically terminate upon termination of the Software Licence and Support Attachment relating to (a) Your use of the Software in connection with the ECM Products or (b) Your use of the Software in connection with the Office Applications, for any reason. On termination of the ECM Services for any reason You shall cease to have any right to use the ECM Products and any licence to use the Software relating to the ECM Products shall terminate.

5. FEES. Fees, billing cycle and payment terms for Additional Services including any initial set-up fees are as set forth in the Order Form. Additional Services fees may be increased at any time with 30 days' notice in-line with (i) wholesale energy price increases and/or (ii) third-party software or services fee increases as may be implemented by Our suppliers.

6. WARRANTIES AND DISCLAIMERS. Without prejudice to the disclaimers included in the Master Agreement, We warrant that the Additional Services shall be performed using reasonable skill and care.

7. TERMINATION.

7.1. Term and Renewal. The initial term of the applicable Additional Services commences on the date that We notify You that provisioning has been completed and that the Additional Service is ready for first use or the date when first used by You (whichever is the first to occur) and continues for the term set forth in the Order Form ("**Initial Term**"). Following the end of the Initial Term, the applicable Additional Services shall automatically renew for additional periods of the same duration as the Initial Term continuously thereafter unless otherwise specified in the Order Form ("**Renewal Term**") unless either party gives written notice at least 90 days prior to the end of the Initial Term or any Renewal Term, of its intention to terminate the applicable Additional Service. The pricing for the first twelve months of any Renewal Term shall be provided by Us in writing no less than 30 days prior to the end of the Initial Term or any Renewal Term. The Initial Term and Renewal Terms are collectively referred to as the "**Term**".

7.2. Termination. This Attachment in respect of the applicable Additional Services may be terminated by either party in accordance with clause 8 of the Master Agreement. In addition this Attachment in respect of the applicable Additional Services shall terminate in the circumstances set out in clause 3.4 and clause 4.13 of this Attachment. The termination or expiry of this Attachment shall not prejudice or affect any rights or liabilities which have accrued or thereafter shall accrue to either party, any rights or remedies a party may be entitled to hereunder or at law nor the coming into or continuance in force of any provision of this Attachment which is expressly or by implication intended to come into or continue in force on or after such termination or expiry. The surviving provisions of the Master Agreement shall survive expiration or termination of this Attachment in respect of an Additional Service.