# Terms Overview

Our pricing is based on our standard set of terms. These terms are designed to keep things simple, scalable, and fair. They're consistent across our customer base. Any material changes may impact the quote, as one-off contracts add overhead and risk without improving outcomes.

| Term | Summary | Reasoning |
|---|---|---|
| **Initial Term** | The standard term is 3 years with a 20% implementation fee. Shorter terms are available: 1 year with a 60% implementation fee, or 2 years with a 40% implementation fee. | Most of the work we do is upfront, building your contract repository and processing all your documents. Therefore, shorter terms have higher implementation fees to cover this cost. |
| **Auto-renewal** | Auto-renews for 12 months, unless 90 days' notice is given. | With your contracts in Nomio, you'll get ample notice before the renewal deadline. This is standard across all customers, as it keeps our administrative costs low. |
| **Payment** | You'll be invoiced annually and in advance. 30-day payment terms. | Annual billing is core to our model, with all of our customers billed annually. This allows us to keep our costs lower by reducing the admin burden. |
| **Late Payment Fees** | 4% above the Bank of England base rate. | A reasonable incentive to ensure payment on time. |
| **Indexation** | Up to 6% annual increase after the initial term. | We apply up to 6% because, over time, software costs increase at a rate much faster than inflation. |
| **Warranties** | We warrant reasonable care and skill. We have 30 days to fix any issues, or you can terminate. | We stand behind the quality of our service and provide a clear remedy if we fail to meet our standards. |
| **IPR Ownership** | You own your data. We own our platform. You grant us a licence to use data to deliver and improve the service. | You own your data. We own our platform. We need a licence to your data to provide and improve the service. We warrant your data won't appear in outputs for others. |
| **Liability & Indemnity** | Liability capped at annual fees. Data, confidentiality, IPR and indemnities capped at 5x the annual fees. | Balanced, market-standard allocation of risk for a software provider. |
| **Termination** | Either party can terminate for an uncured material breach. We can terminate immediately if you build a competing product. On termination, all data is deleted. | Provides a clear exit path for serious issues. We have a standard, industry-compliant process for handling data upon termination, including secure backup retention for disaster recovery. |
| **Data Protection (DPA)** | You are the controller, we are the processor. We use approved sub-processors, and have safeguards for transfers and breaches. | We are fully GDPR and UK Law compliant and ISO 27001:2022 certified. We do not agree to bespoke security terms for each customer, as this would be a huge additional administrative burden. |
| **SLA** | 99.5% uptime. UK hours support. Clear response and resolution times. Service credits for failures. | Transparent commitments. We use the same terms for all customers to keep things fair and scalable. |
| **Specification** | Sets out Nomio's core functionality. | Makes clear what the platform does and delivers. |

**Nomio: Terms of Service**

## 1. DEFINITIONS

**Affiliate** means, for each party, any subsidiary or holding company of that party and each and any subsidiary of a holding company of that party.

**Agreement** means these Terms of Service together with each Order.

**Application** means the application available at https://app.nomio.com or any other address Nomio notifies to the Customer, including the existing API endpoints.

**Authorised User** means the employees, agents and contractors of the Customer who are authorised by the Customer to use the Application, as set out in an Order.

**Charges** means Nomio's fees for the Services, as agreed between the parties and set out in each Order, together with any additional fees agreed between the parties from time to time.

**Confidential Information** means information that is proprietary or confidential and is either identified as such or by its nature can reasonably be considered to be confidential information. For the Customer, this includes Customer Data. Confidential Information excludes information that becomes public through no fault of the receiving party, was already lawfully in the receiving party's possession before being shared under this Agreement, is received from a third party without a duty of confidentiality, or must be disclosed due to legal, court, or regulatory requirements.

**Contract Year** means the period between the Start Date (or an anniversary of the Start Date) and the day immediately preceding the next anniversary of the Start Date, inclusive.

**Customer** means the person or entity described as such in each Order.

**Customer Data** means the data, including contracts, created by the Customer and added by Authorised Users into the Application, excluding the Nomio Processing Data.

**Data Protection Law(s)** means any applicable law relating to the processing, privacy and use of personal data, as applicable to Nomio, the Customer or the Services, including:

(a) in the United Kingdom: the UK GDPR; the Data Protection Act 2018 and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended;

(b) in the European Union: the EU GDPR and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended;

(c) if applicable, the data protection or privacy laws of any other country; and

(d) any judicial or administrative interpretation of any of the above, any guidance, guidelines, codes of practice, approved codes of conduct or approved certification mechanisms issued by any relevant supervisory authority.

**Documentation** means any documentation supplied by Nomio to the Customer under this Agreement.

**EU GDPR** means the General Data Protection Regulation ((EU) 2016/679).

**Force Majeure Event** means any event, circumstance or cause beyond a party's reasonable control.

**Intellectual Property Rights** means all intellectual property rights including patents, trade secrets, trademarks, service marks, trade names, copyrights and other rights in works of authorship (including rights in computer software), moral and artists' rights, design rights, domain names, know-how and database rights and whether any of the foregoing are registered or unregistered and all rights or forms of protection of a similar nature in any country.

**Nomio Processing Data** means statistical, textual insight, correlative and activity-based data captured by the Application during usage and all derivative data which is used by Nomio to improve the intuition, accuracy and sophistication of the Application.

**Order** means an individual order form signed on behalf of Nomio and the Customer to which these Terms of Service are attached.

**Output** means all data or information provided by the Application to the Customer in reports, screens, downloads, files, charts or other formats.

**Services** means the services to be provided by Nomio under this Agreement as set out in each Order.

**Service Level Agreement** means Schedule 2 to these Terms of Service that defines the service levels to be provided by Nomio under this Agreement.

**Specification** means Schedule 3 to these Terms of Service that defines the specification for the Application and Services.

**Start Date** means the date identified as such in each Order.

**UK GDPR** has the meaning given to it in section 3(10) as supplemented by section 205(4)) of the Data Protection Act 2018.

**VAT** means value added tax chargeable under English law for the time being and any similar additional tax.

**Virus** means any thing or device (including any software, code, file or program) which may prevent, impair or otherwise adversely affect the operation, accessibility, performance or availability of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device.

## 2.    TERM

2.1.    The Services will start on the Start Date and continue for the period set out in each Order ("**Initial Term**"). After the Initial Term, the Services will automatically renew for further 12-month periods (each a "Renewal Term"), unless either party provides at least 90 days' written notice to end the Services at the end of the Initial Term or the then-current Renewal Term. The Services may be ended earlier in accordance with clause 5.4 (Warranties)  or clause 14 (Termination).

## 3. CHARGES AND PAYMENT

3.1. The Customer will pay the Charges for the Services in accordance with this Agreement. Payment will be made in the currency specified in each Order or, if not specified, Great British pounds (GBP/£).

3.2. Once per Contract Year, and not to take effect until the completion of the Initial Term, Nomio may increase the Charges by up to 6 percent without the need for notice to the Customer.

3.3. All Charges quoted to the Customer for the provision of the Services are exclusive of any VAT.

3.4. Unless otherwise specified in an Order, Nomio will invoice the Charges to the Customer in advance on an annual basis for payment within 30 days of the date of any such invoice.

3.5. The Customer is responsible for ensuring that any internal processes, approvals, or documentation (including purchase orders) required for processing payment are completed in a timely manner. It is the Customer's responsibility to provide Nomio with all necessary information of such internal processes, approvals, or documentation without delay, and in any case, before the invoices are due for payment.

3.6. The Customer will pay all transaction fees to ensure that Nomio receives the full amount of the Charges.

3.7. If the Customer fails to make a payment by the due date, then without limiting Nomio's remedies under clause 3.8 (below) and 14 (Termination), the Customer will pay interest on the overdue sum from the due date until payment in full, whether before or after judgment. Interest will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when the base rate is 0% or below.

3.8. In the event of late payment, Nomio may suspend its provision of the Services to the Customer until payment is received in full.


## 4. LICENCE

4.1. Nomio grants to the Customer and its Affiliates a non-exclusive, non-transferable right for each Authorised User to use the Application and the Documentation on behalf of the Customer for the Services ("**Licence**"). Such Licence is subject to the usage limitations set out in the Order.


## 5. WARRANTIES

5.1. Each party warrants that it has the right to enter into this Agreement and has taken all such action as may be reasonably required to enter into and perform its obligations under this Agreement.

5.2. Nomio warrants that to the extent it is reasonably aware, the Application is free from any Virus or any other harmful elements.

5.3. Nomio warrants that the Services will be provided with reasonable care and skill and will comply with the Documentation and Specification.

5.4. If the Customer, acting reasonably, considers Nomio to be in breach of the warranty at clause 5.3 it

will notify Nomio in writing and Nomio will use all reasonable efforts to remedy the breach. If, within 30 days of the Customer providing written notice of such breach, Nomio is unable to repair the Services so that they perform in accordance with the Specification, the Customer may terminate this Agreement or the affected Order immediately by providing written notice to Nomio.

## 6. NO OTHER WARRANTY

6.1. The Customer agrees and acknowledges that the Output does not constitute legal advice, and the Customer must not rely on the Output as if it were legal advice.

6.2. Subject to clauses 5 (Warranties) and 9 (IPR Ownership), the Application, the Documentation and Output are provided to the Customer for the Services strictly on an "as is" basis and without warranty or other liability for Nomio.

6.3. All warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Agreement unless specifically provided otherwise.

## 7. CUSTOMER OBLIGATIONS AND RESTRICTIONS

7.1. The Customer will maintain a secure password for use of the Application.

7.2. The Customer will not knowingly access, store, distribute or transmit any Virus or any material that is unlawful, inappropriate or illegal in its use of the Application.

7.3. The Customer must not, unless allowed by this Agreement or under applicable law:

7.3.1. copy, modify, create derivative works from, share or distribute any part of the Application or Documentation;

7.3.2. attempt to reverse engineer, decompile or disassemble any part of the Application or Documentation;

7.3.3. use the Application or Documentation to develop a competing product or service;

7.3.4. use the Application or Documentation to provide services to third parties; or

7.3.5. licence, sell, rent, lease or otherwise commercially exploit the Application or Documentation.

## 8. DATA PROTECTION

8.1. The parties agree to comply with the provisions in Schedule 1 to the extent any personal data is processed as part of the Services.

## 9. IPR OWNERSHIP

9.1. The Customer acknowledges and agrees that Nomio or its licensors own all Intellectual Property Rights in the Application, the Documentation and the Nomio Processing Data. Except as expressly

stated, this Agreement does not grant the Customer or the Authorised Users any rights to, or in, patents, copyright, database right, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Application, the Documentation or the Nomio Processing Data.

9.2. Nomio confirms and warrants that it has all the rights in relation to the Application that are necessary to enable it to licence the use of the Application to the Customer in accordance with this Agreement.

9.3. The Customer will own all Intellectual Property Rights in the Customer Data and will have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data.

9.4. The Customer grants Nomio an irrevocable, non-exclusive, royalty-free, worldwide licence to use, store, copy and modify the Customer Data for the purposes of:

9.4.1. providing the Services; and

9.4.2. developing, improving and training the Application, including training the Nomio machine intelligence software in the Application, provided that Customer Data does not leave Nomio's systems and is not disclosed to any third party.

9.5. Nomio warrants that no Customer Data will be represented in or derivable from any Outputs for its other customers.

9.6. Nomio may use the Customer's name and logo for the limited purpose of identifying the Customer as a customer of Nomio.


## 10. CONFIDENTIALITY

10.1. Each party may be given access to the other party's Confidential Information to perform its obligations under this Agreement and each party must:

10.1.1. keep the other's Confidential Information confidential, not share it with third parties unless legally required, and use it solely for the purposes of this Agreement;

10.1.2. ensure its employees and agents do not improperly share or disclose the other's Confidential Information; and

10.1.3. take all reasonable steps to protect the other party's Confidential Information.

10.2. Nomio will take all reasonable steps in the ordinary course of business to ensure that its third-party suppliers keep any of the Customer's Confidential Information secure and confidential. However, neither party will be liable for any loss, destruction, alteration, or disclosure of Confidential Information resulting from third-party actions beyond the reasonable control of the parties.

10.3. This clause 10 will survive any termination of this Agreement.


## 11. LIMITATION OF LIABILITY

11.1. Nothing in this Agreement excludes or limits a party's liability for:

11.1.1. death or personal injury caused by negligence;

11.1.2. fraud or fraudulent misrepresentation; or

11.1.3. anything else that cannot be excluded or limited by law.

11.2.   Subject to clause 11.1, neither party is liable to the other for indirect, special or consequential losses.

11.3.   Subject to clauses 11.1, 11.2 and 11.4, each party's total liability in connection with this Agreement, including negligence, is limited to an amount equal to the Charges paid or payable in the Contract Year in which the event or first event giving rise to the claim occurred.

11.4.   Subject to clauses 11.1 and 11.2, for losses arising from:

11.4.1. breach of clause 8 (Data Protection);

11.4.2. breach of clause 10 (Confidentiality);

11.4.3. infringement or breach of obligations set out in clause 9 (Intellectual Property Rights); and

11.4.4. the indemnities set out in clause 12 (Indemnities),

each party's total liability will not exceed five times the Charges paid or payable in the Contract Year in which the event or first event giving rise to the claim occurred.


## 12.   INDEMNITIES

12.1.   Subject to the liability limits expressly set out in clauses 11.3 and 11.4, each party indemnifies the other against any claim that the supply or use of any of the Services, Documentation or Customer Data (as applicable) infringes the Intellectual Property Rights of any third party.

12.2.   Subject to clause 11.4, Nomio will indemnify the Customer for any claim (including any action or investigation by a regulator) arising out of or in connection with Nomio's failure to comply with Data Protection Laws, clause 8 (Data Protection) or clause 10 (Confidentiality). This indemnity will not apply if the failure results from Nomio acting on the Customer's instructions or from third-party actions beyond Nomio's reasonable control.

12.3.   Each party must take all reasonable steps to mitigate any loss or liability it may suffer or incur in connection with this Agreement.


## 13.   FORCE MAJEURE

13.1.   Neither party will be liable for delay or non-performance of any of its obligations under this Agreement for so long as and to the extent that such delay or failure results from a Force Majeure Event. The affected party will be entitled to a reasonable extension of time for performing such obligations. If the period of delay or non-performance continues for 30 days, the other party may terminate this Agreement or the affected Order with 7 days' written notice.


## 14.   TERMINATION

14.1.   Either party may immediately terminate an individual Order or this Agreement in whole by providing

written notice to the other party if:

14.1.1. the other party commits any material breach of an Order or this Agreement and the breach is irremediable, or, where remediable, it fails to remedy the breach within 30 days of receiving written notice; or

14.1.2. except for legitimate restructuring purposes, the other party becomes insolvent, bankrupt, engages with creditors, undergoes receivership or administration, suspends, ceases, or threatens to cease trading.

14.2. On termination of an Order or this Agreement for any reason (including under clause 5.4 (Warranties)):

14.2.1. the Customer's right to use and access the Application under the terminated Order or Agreement will immediately cease;

14.2.2. Nomio agrees to delete all Customer Data corresponding with the terminated Order or Agreement as soon as reasonably practicable. This excludes any Customer Data stored in backups which will be retained and securely stored in accordance with Nomio's standard backup retention policies and deleted in the ordinary course of business. Nomio will not use or restore Customer Data from backups except as required for disaster recovery, security, or legal compliance;

14.2.3. on the Customer's written request, Nomio will provide the Customer with an export of all Customer Data and any associated contract metadata corresponding with the terminated Order or Agreement;

14.2.4. there will be no refund of any element of the Charges to the Customer, save for pro-rata refunds where the Customer has terminated properly under clause 5.4 (Warranties) or clause 14.1; and

14.2.5. all unpaid Charges will become immediately due to Nomio.

14.3. Termination under clause 5.4 (Warranties) or this clause 14 does not affect any other rights or remedies a party may be entitled to, nor does it impact any part of this Agreement intended to survive termination.

14.4. Nomio may terminate this Agreement with immediate effect if it becomes aware that the Customer has built or is building a product or services which competes with the Services provided by Nomio.


## 15. MISCELLANEOUS

15.1. **Assignment**. Neither party may assign, transfer, charge or deal in any other manner with all or any of its rights or obligations under this Agreement without the prior written consent of the other, not to be unreasonably withheld or delayed. However, if the Customer undergoes any corporate restructure, including a merger, acquisition, consolidation, or internal reorganisation, this Agreement and any current Orders remain binding on the Customer and any successor entity. The Customer must ensure that any successor entity assumes all rights and obligations under this Agreement. The Customer

must notify Nomio in writing of any such restructure within 10 days of its occurrence.

15.2.  **Third party rights**. This Agreement does not confer any rights on any person or party other than the parties to this Agreement and, where applicable, their successors and permitted assigns.

15.3.  **Remedies**. The rights and remedies provided in this Agreement for Nomio only are cumulative and not exclusive of any rights and remedies provided by law.

15.4.  **Entire agreement**. This Agreement, and any documents referred to in it, constitute the whole agreement between the parties relating to its subject matter and supersede any previous arrangement, understanding or agreement between them, written or otherwise.

15.5.  **Variation**. No variation of this Agreement will be effective unless it is in writing and signed by the parties.

15.6.  **No waiver**. If either party delays in enforcing any right under this Agreement, it can still be enforced later.

15.7.  **Notices**. Any notices to be provided under this Agreement should be sent by email to the email addresses listed in the Order (or otherwise provided from time to time). Notices will be deemed received at the time of transmission.

15.8.  **Governing law and jurisdiction**. This Agreement is governed by the laws of England and Wales and the courts of England have exclusive jurisdiction to govern any disputes relating to it.

**Schedule 1: Data Privacy**

1.  Both parties will comply with all applicable requirements of the Data Protection Laws. This Schedule 1 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Laws.

2.  If Nomio processes any personal data on the Customer's behalf when performing its obligations under this Agreement, the parties record their intention that the Customer will be the data controller and Nomio will be a data processor and in any such case:

    a.  the Customer will ensure that it has all necessary and appropriate consents and notices in place to lawfully transfer the relevant personal data to Nomio so that Nomio may lawfully use, process and transfer the personal data in accordance with this Agreement (including the Specification at Schedule 3);

    b.  Nomio will process personal data only in accordance with the terms of this Agreement, Data Protection Laws and any documented instructions reasonably given by the Customer from time to time, unless required by law to act without such instructions. If Nomio believes such instructions to be contrary to any Data Protection Laws then it will promptly notify the Customer; and

    c.  taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each party will ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of the personal data or its accidental loss or destruction of or damage to, personal data (including, as appropriate, the measures referred to in Article 32(1) of the GDPR).

3.  Nomio will ensure that all personnel who have access to or process personal data are obliged to keep the personal data confidential.

4.  Nomio will exercise reasonable skill, care and diligence to select sub-processors which it may use for the purposes of data hosting and storage providers in connection with the processing anticipated under this Agreement. A list of Nomio's current sub-processors, including their location, is available on request and may be updated from time to time in accordance with this paragraph. Nomio confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement which Nomio confirms reflects and will continue to reflect the requirements of the Data Protection Laws and will provide a level of protection for personal data equivalent to this Agreement. If Nomio intends to change any sub-processor, it will notify the Customer in writing at least 7 days in advance of such change and the Customer may object to such change within that 7-day period. If the Customer objects and the parties are unable to agree on a resolution, the Customer may terminate the Agreement or the applicable Order and receive a pro-rata refund of any prepaid Charges for the period following termination. Nomio will remain liable in accordance with this Agreement for the acts and omissions of any such sub-processors.

5.  If Nomio transfers personal data outside the UK, Nomio will ensure that appropriate safeguards are in place in accordance with Data Protection Laws, such as: an adequacy decision, Standard Contractual

Clauses (SCCs), or the UK International Data Transfer Agreement (IDTA) or Addendum. If, at any time, such safeguards are found to be insufficient to ensure the required level of protection for personal data, Nomio will promptly implement supplementary measures as necessary to ensure compliance with Data Protection Laws.

6. Nomio will notify the Customer without undue delay on Nomio becoming aware of a personal data breach affecting the Customer's personal data, providing the Customer with sufficient information to allow the Customer to meet any obligations to report or inform data subjects of the personal data breach under Data Protection Laws.

7. Nomio will cooperate with the Customer and take such reasonable commercial steps as are directed by the Customer to assist in the investigation, mitigation and remediation of each such personal data breach.

8. Nomio will, considering the nature of the processing and the information available to it, assist the Customer in:

   a. carrying out data protection impact assessments (DPIAs) as required under Data Protection Laws,

   b. responding to requests from data subjects to exercise their rights under Data Protection Laws (including access, correction, and deletion requests), and

   c. prior consultations with supervisory authorities,

   in each case solely to the extent applicable to Nomio's processing of personal data under this Agreement and as reasonably requested by the Customer.

9. On Customer's request, Nomio will provide to the Customer information reasonably necessary to demonstrate its compliance with its obligations under Data Protection Laws and the terms of the Schedule 1. Such requests will be limited to once per calendar year unless following a personal data breach affecting the Customer's personal data or required by a supervisory authority.

10. Nomio will process the Customer's personal data during the term of this Agreement. Nomio will, at the written direction of the Customer, delete or return personal data and any copies to the Customer on termination of the Agreement unless required by Data Protection Laws to store the personal data.

11. The Customer's personal data may include any personal data relating to Authorised Users that is included within any document that is uploaded by the Customer to the Application or otherwise required for Application access purposes (i.e. login details). Depending on the document type, this may include individual names (e.g. contract signatories) or customer lists (of the Customer or its clients/suppliers) including name, address, date of birth and customer attributes. The Customer does not intend to supply sensitive personal data within the documents it uploads to the Application.

12. The processing of personal data by Nomio (and any sub-processor) is in conjunction with the Customer's use of the Application including for the purpose of providing contract notifications, extraction of data points, and API endpoints and integrations from within the Application.

13. Either party may request reasonable amendments to this Schedule 1 on written notice to the other party to meet its requirements under the applicable Data Protection Laws from time to time. The parties will

cooperate in good faith to agree and implement any necessary amendments to this Agreement to ensure ongoing compliance with Data Protection Laws.

14. Either party may, at any time on not less than 30 days' notice, revise this Schedule 1 by replacing it with any applicable controller to processor standard clauses or similar terms adopted under the Data Protection Laws or forming part of an applicable certification scheme (which will apply when replaced by attachment to this Agreement).

15. The terms "controller", "data subject", "personal data", "personal data breach", "processing" and "supervisory authority" will have the same meaning as in the Data Protection Laws.

**Schedule 2: Service Level Agreement**

**Definitions**

In this Service Level Agreement:

**Business Days** means any day other than a Saturday or Sunday or public holiday in England on which banks are physically open for the transaction of general banking business in London.

**Scheduled Maintenance** means any work notified in advance to the Customer (as provided in the Service Level Agreement) to be carried out by Nomio or on its behalf that may cause the Services to be temporarily affected or suspended.

**Working Hours means** 9.00am to 5.00pm UK time on Business Days.

The following sections provide relevant details on service availability, monitoring of in-scope Services and related components.

1. **Service Availability**

   Coverage parameters specific to the Service(s) covered in this Agreement are as follows:

   1.1.   **Uptime Commitment**

   Nomio guarantees 99.5% uptime for its Services on a monthly basis, excluding Scheduled Maintenance and Force Majeure Events.

   1.2.   **Telephone and Email Support**

   Telephone support is provided during Working Hours. Email support is provided during Working Hours. Emails received outside of Working Hours will be collected, but no action can be guaranteed until commencement of Working Hours on the next Business Day.

   Contact details for support are as follows:

   | Email | support@nomio.com |
   |-------|-------------------|
   | Phone | +44 20 3885 2765 |

   Support requests will be dealt with on a priority basis as determined by Nomio with reference to the priority definitions below. Priority is determined through a combination of impact and urgency, as described below. Support requests do not include new feature requests.

   1.3.   **Priority Definitions:**

   Each support request will be assigned a priority on receipt by Nomio:

   - Priority 1:
     - The issue or failure is causing immediate critical and significant impact on major business functions for the Customer. There is no possible workaround.
   - Priority 2:

- The issue or failure is causing critical and significant impact on major business functions, but there is a workaround available; or

- The issue or failure will imminently cause critical and significant impact on major business functions for the Customer, and there is no possible workaround; or

- The issue or failure is causing critical and significant impact on non-core business functions, and there is no possible workaround.

- Priority 3:

  - The issue or failure is causing an impact on non-core business activities for the Customer, and a workaround is available.

- Priority 4:

  - The issue or failure has limited impact or the impact is minimal, and a workaround will be provided within the next calendar month.

## 1.4. Target Response and Resolution Targets

Nomio aims to respond and to satisfactorily resolve issues submitted to it within the targeted time, as specified below.

| Priority | Target Response Time | Target Resolution Time |
|----------|---------------------|------------------------|
| 1 | 1 Working Hour | 8 Working Hours |
| 2 | 2 Working Hours | 24 Working Hours |
| 3 | 3 Working Hours | 10 Business Days |
| 4 | 5 Working Hours | 20 Business Days |

Target response and resolution times referenced above will be measured from the later of:

- When Nomio receives a support request and such information as the Customer has for Nomio to give the issue a priority; or

- If there is ambiguity of whether the fault lies with Nomio's or the Customer's systems, from when Nomio's engineers have confirmed that the fault is with Nomio.

## 1.5. Exceptions

When a support request requires information or support from an external vendor or more information from the Customer, Nomio may take longer than the above periods to resolve such issues. Such additional time will not be counted as part of the target resolution times.

## 1.6. Service Credits

If Nomio fails to meet its uptime commitment or response/resolution requirements in any rolling three-month period, the Customer is entitled to the following service credits based on its annual

subscription fees (which form part of the Charges). Such service credits will be applied to the Customer's next invoice and will be capped at a maximum of 25% per year:

| First Failure | Meeting to discuss corrective actions |
|---|---|
| Second Failure | 1.5% Service Credit |
| Third Failure | 3.0% Service Credit |
| Fourth Failure | 5.0% Service Credit |

## 2. Scheduled Maintenance

Nomio will endeavour to provide the following minimum levels of notice in respect of Scheduled Maintenance:

| Maximum Outage Period | Minimum Notice |
|---|---|
| 5 Minutes | 24 Hours |
| 30 Minutes | 48 Hours |
| More than 30 Minutes | 5 Business Days |

**Schedule 3: Specification**

Nomio's Application and the Services will together be referred to as the "Product". Product components:

1. **Data Capture**

    The Product will capture key term-related information from the Customer's contracts.

    Nomio has developed a unique, universal taxonomy for representing the term of a contract which allows both for auto-calculation of implicit information (e.g. Renewal Notice Deadlines) and for the fact that the same information is often expressed in different ways (e.g. contract 1 defines a "Fixed Term", whereas contract 2 does this implicitly by defining the "Expiry Date").

    The following data classes are currently included in the Product and will be captured or calculated by default: Active Date, Expiry Date, Initial Term, Initial Term Expiry Date, Renewal Term, Renewal Notice Period, Renewal Notice Deadline, Number of Renewals, Auto-Renew, Primary Party, Counterparty, Active Status, Termination Date.

    This taxonomy is likely to be improved and therefore updated over time. Such updates may include changes to the names and relationships of the data classes listed but will not result in any regression in functionality.

    The Customer can manually add or override values for any of these data classes.

    Data is captured using a combination of machine intelligence and human verification. Should there be any ambiguity over the value of a data class for a given contract, Nomio will contact the Customer to obtain clarifying information.

    An instance of a proprietary format – Nomio's Smart Document Format (SDF) – is generated for each Customer document to enable data capture, search, and instant navigation to where information appears in the text of the contract.

    The Product will capture other information (e.g. payment terms) from the Customer's contracts, subject to the Customer's product package and cooperation if clarifying information is required.

    The Product will automatically translate and capture information from foreign language documents, subject to the Customer's product package and the Product's supported languages.

2. **Search**

    Across the entire database, or any subset of it, the Product supports contract metadata search (e.g. by name, label, or counterparty, or active status).

    Across the entire database, or any subset of it, the Product supports contract text search (e.g. return all clauses containing "force majeure").

3. **Reporting on Key Dates**

    The Product generates a timeline of all dates for each contract, which can be viewed on an individual contract-by-contract basis, across the entire database at once, or for any subset of the database.

    Where applicable, each event on the timeline is linked to where in the contract defines the context of that event.

A weekly email report is sent to all users. The report contains a list of timeline events up to 12 months from the date of the email, and links back to the Application.

4. **Document Upload and Organisation**

The Product supports bulk uploads of documents from within the application, including zip files.

The Product receives documents as email attachments sent to [documents@nomio.com](mailto:documents@nomio.com).

The Product can accept PDF, doc, and docx document formats as input.

The Product performs Optical Character Recognition (OCR) on scanned text to digitise it.

The Customer is responsible for the quality of documents uploaded.

Low-quality documents are supported for data capture if legible by humans.

The Product will organise, group, and link documents (including subsequent amendments) to form their corresponding contracts.

5. **Permissions and Security**

The Customer may add any number of custom labels to any contract.

The Customer may create users and named user groups, which can be linked to labels to segregate viewing rights across the database.

All functionality in the Product will be limited to the set of contracts visible to any given user.

The Product supports Single Sign On (SSO), subject to the Customer's product package.

Nomio's information security posture will be provided on request.

6. **Export and API**

The Product provides a CSV export of the entire contract metadata grid or any subset of it, the entire timeline grid or any subset of it, and the clauses matching any text or clause label search.

The Product supports downloading the original document(s) provided to Nomio.

The Product exposes a secure API, availability and documentation for which are subject to the Customer's project package.