

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	Your contract will automatically renew for 12 months unless you provide 90 days' notice.	This policy is essential to our service model: with auto-renewal, we can focus entirely on delivering value for you and your team, rather than spending time on sales conversations. And if you decide that you don't want to renew at the end of your term, Nomio makes that process extremely straightforward by tracking all renewal dates and providing clear advance notice.
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	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 may apply up to a 6% increase, since software costs tend to rise at a rate much faster than inflation and as our product improves. This only takes effect after the initial term.
Warranties	We warrant reasonable care and skill, and that our product is virus-free. 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 product. You grant us a licence to use data to deliver and improve the services.	We need a licence to your data to provide and improve the services. We warrant your data won't leave our systems, be disclosed to others, monetised or appear in outputs for others.
Liability & Indemnity	General liability capped at annual fees. Data, confidentiality, IPR and certain indemnities capped at 5x the annual fees. Uncapped indemnity for third-party IPR infringement claims.	Balanced, above 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. No termination for convenience right. On termination, all data is deleted.	Provides a clear exit path for serious issues. Pricing is based on a minimum term and allows us to recognise revenue. Termination for convenience is too risky for our business. 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. 98% data accuracy for first year. 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 product 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.

Authorised User means the employees, agents and contractors of the Customer or its Affiliates who are authorised by the Customer or its Affiliates to use the Product, 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 or its Affiliates and added by Authorised Users into the Product, 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 Product during usage and all derivative data which is used by Nomio to improve the intuition, accuracy and sophistication of the Product as further described at clause 9.4.

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 Product to the Customer in reports, screens, downloads, files, charts or other formats.

Product means the contract repository service available at <https://app.nomio.com> or any other address Nomio notifies to the Customer, including the existing API endpoints.

Services means the professional services to be provided by Nomio under this Agreement as set out in each Order, together with the provision of the Product itself.

Service Level Agreement means Schedule 2 to these Terms of Service that defines the service levels to be complied with by Nomio.

Specification means Schedule 3 to these Terms of Service that defines the specification for the Product.

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. After the expiry of the Initial Term, Nomio may increase the Charges once per Contract Year 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 a non-exclusive, non-transferable right for each Authorised User to access and use the Product and the Documentation for the Customer's and its Affiliates' internal business purposes and in connection the receipt of the Services. This is subject to the usage limitations set out in each 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 Product 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 Documentation and 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 Product, 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 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 Product.
- 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 Product.
- 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 Product or Documentation;
 - 7.3.2. attempt to reverse engineer, decompile or disassemble any part of the Product or Documentation;
 - 7.3.3. use the Product or Documentation to develop a competing product or service;
 - 7.3.4. use the Product or Documentation to provide services to third parties; or
 - 7.3.5. licence, sell, rent, lease or otherwise commercially exploit the Product 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 Product, the Documentation and the Nomio Processing Data. Except as expressly

stated, this Agreement does not grant the Customer, its Affiliates 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 Product, the Documentation or the Nomio Processing Data.

- 9.2. Nomio confirms and warrants that it has all the rights in relation to the Product that are necessary to enable it to grant access to and use of the Product to the Customer and its Affiliates 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. During the term of this Agreement, 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 Product, and generating Nomio Processing Data.Customer Data is not monetised by Nomio and is not derivable from any outputs for other customers. For clarity, Customer Data does not itself become Nomio Processing Data, but it is an input used to generate Nomio Processing Data.
- 9.5. 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 without the owner's consent unless legally required, and use it solely for the purposes of this Agreement;
 - 10.1.2. take all reasonable steps to protect the other party's Confidential Information; and
 - 10.1.3. promptly notify the other party upon becoming aware of any breach of confidentiality.
- 10.2. Each party may disclose Confidential Information to its Affiliates, employees, consultants, professional advisors or contractors ("**Permitted Recipients**") on a need-to-know basis who are bound in writing to confidentiality obligations similar to these Terms of Service. Each party is liable to the other for all acts or omissions of its Permitted Recipients which would constitute a breach of the Agreement if the Permitted Recipient were a party to it.
- 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;
- 11.1.3. anything else that cannot be excluded or limited by law; or
- 11.1.4. the indemnities set out in clause 12.1 (Indemnities).
- 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 indemnity set out in clause 12.2 (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. 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 actions of third parties (other than Nomio's third-party suppliers) 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 Product 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 (via a zip file of the Customer's organised PDF documents and a CSV file);
 - 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 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 applicable 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 Product or otherwise required for Product 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 Product.
12. The processing of personal data by Nomio (and any sub-processor) is in conjunction with the Customer's use of the Product including for the purpose of providing contract notifications, extraction of data points, and API endpoints and integrations from within the Product.
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

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.

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.