

# CUSTOMER GENERAL TERMS AND CONDITIONS

Last updated: 02/12/2025

## 1. Contract

- 1.1. These terms and conditions ("**Terms**") are between innDex Limited, a company incorporated and registered in England and Wales with company number 11003736 whose registered office is at Hafod Wen, Llanddona, Anglesey ("**innDex**") and the person or entity identified in an Order Form ("**Customer**") and govern your use of the services, software, equipment hire and support provided by innDex, together the ("**Parties**"), and respectively a ("**Party**")
- 1.2. By placing an order (including via an Order Form, Call-Off Order, or online form) you agree to be bound by these Terms.
- 1.3. Any proposal or advertising material issued or published by innDex is issued or published by InnDex for the sole purpose of providing an invitation to treat in respect of the Services described in them. Such proposal or advertising material shall not form part of the Contract or be binding upon InnDex. These Terms apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 1.4. Any order for Equipment or Services placed by the Customer, including through a Call-Off Order Form shall automatically be deemed to incorporate and be governed by these Terms. No additional or alternative terms shall apply unless expressly agreed in writing by an authorised representative of innDex.

## 2. Definitions

2.1 The following definitions and rules of interpretation apply in these Terms:

**Access Credentials** means user access credentials such as username and password for accessing the Subscription Services.

**Authorised Users** means those employees, agents and independent contractors of the Customer who are authorised by the Customer to use the Services solely for the support of the Customer's internal business, provided that such access and use shall be limited to their provision of services to the Customer in scope of their employment or assignment.

**Billing Period** has the meaning given to it in clause 6.2.

**Business Day** means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

**Commencement Date** means the date set out in the Order Form.

**Confidential Information** means all information of innDex or the Customer which might fairly be considered to be of a confidential nature, whether such information was created before or after the Commencement Date, whatever the format of such information and whether or not such information is marked "confidential" in any way, including without limitation the terms of this Contract and negotiations relating to it, the Services, Documentation, Customer Data, Customer Personal Data and all financial, technical, operational, commercial, employee, management and other information, data, experience and expertise of whatever kind (including information relating to trade secrets, know-how, designs, operations, processes, plans, intentions, product information and development, marketing opportunities and sales information, business plans and dealings, financial information and plans, historic and current and future transactions, affairs and/or business), and which is disclosed by or on behalf of one Party to the other pursuant to this Contract.

**Contract** means the contract between innDex and the Customer for the supply of Services comprising the Order Form, these Terms, any other Documents attached as addendums/appendices/etc., and any

subsequent documents which are agreed in writing between both Parties as in-scope in line with clause 16.2 of these Terms.

**Customer Data** means the data inputted by the Customer, Authorised Users, or innDex on the Customer's behalf for the purpose of using the Services or facilitating the Customer's use of the Services.

**Customer Personal Data** means Customer Data that is designated as personal data under the Data Protection Legislation.

**Customer Site** has the meaning given to it in clause 5.4.

**Customer Systems** means the computing devices and IT system owned or controlled by the Customer and which the Customer uses to access the Subscription Service.

**Data Protection Legislation** means the UK Data Protection Legislation and any other applicable legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications).

**Delivery Date** has the meaning given to it in clause 5.3.

**Documentation** means the documentation made available to the Customer and Authorised Users by innDex to the Customer from time to time which sets out a description of the Services and the user instructions for the Services.

**Equipment** means the hardware and other equipment identified in the Order Form and made available to the Customer, including all related accessories, manuals and instructions provided for it.

**Fees** means the fees payable by the Customer to innDex for the Services, as set out in the Order Form.

**Force Majeure Event** has the meaning given to it in clause 15.

**Foreground IPR** means all Intellectual Property Rights created or developed by innDex in the course of providing the Services under this Contract, including any and all modifications to the Software or any Services regardless of whether those modifications are made on the suggestion of the Customer or if the Customer has paid Fees in respect of those modifications.

**Hire End Date** means the date outlined in each **Call Off Order Form and as described in clause 4.3**

**Installation Date** means the date on or after delivery when the system is first active and operational

**Initial Term** means the initial term of the Contract as set out in the Order Form.

**Intellectual Property Rights** means patents, utility models, rights to inventions, copyright and related rights, trade marks and service marks, trade names and rights in domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, including all applications for (and rights to apply for and be granted), renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world.

**Normal Business Hours** means 8:00am to 6:00pm Local UK time, each Business Day

**Order Form** means :

1. the initial order form executed between innDex and the Customer as part of this Contract ("Initial Order Form"), specifying the Purchase Order amount for Software Services only; and
2. any subsequent Call-Off Order Forms issued under the terms of this Contract, as set out in Schedule 6, for Equipment hire with separate billing and purchase orders as applicable.

**Project** means each individual live project instance that a Customer creates on the Software to manage workflow, personnel and resources on a specific Customer construction or other project.

**Renewal Period** means each period of renewal of the Contract, as set out in clause 14.1.

**Rental Period** means the minimum hire period described in clause 5.3.

**Shared Personal Data** means the personal data relating to individuals contracted or hired by the Customer which is inputted or uploaded by those individuals into the Software and shared by innDex with the Customer as part of the Services.

**Services** means the Subscription Service, the Support Services and the Installation Services (as applicable), in each case as set out in the Order Form.

**Software** means the web and mobile software applications provided by innDex as part of the Services including any updates, modifications or customisations, new releases, bug fixes and patches.

**Standard Contractual Clauses** means the EU Commission's standard contractual clauses (controller-to-controller) under Regulation (EU) 2016/679 [https://ec.europa.eu/info/law/law-topic/data-protection/international-dimension-data-protection/standard-contractual-clauses-scc/standard-contractual-clauses-international-transfers\\_en](https://ec.europa.eu/info/law/law-topic/data-protection/international-dimension-data-protection/standard-contractual-clauses-scc/standard-contractual-clauses-international-transfers_en) (or such other URL as may be made available by the European Commission from time-to-time) and the UK International Data Transfer Addendum issued by the UK's Information Commissioner under S119A(1) of the UK Data Protection Act 2018 and available at <https://ico.org.uk/for-organisations/uk-gdpr-guidance-and-resources/international-transfers/international-data-transfer-agreement-and-guidance/> (or such other URL as may be made available by the Information Commissioners Office from time-to-time)

**Subscription Plan** means the particular Subscription Service plan that the Customer has subscribed for (for example, Trial Period, Project-by-Project, or Enterprise Subscription Plan) as set out in the Order Form and which determines what access the customer has to certain features and functionality of the Software.

**Subscription Service** means the software-as-a-service provided by innDex to the Customer which comprises the Software (or specific Software modules) either alone or together with Third-Party Technology.

**Support Services** means the support services provided by innDex to the Customer in relation to the Software.

**Support Services Policy** means innDex's policy for providing the Support Services as set out in Schedule 1 or otherwise made available to the Customer from time to time.

**Term** has the meaning given to it in clause 14.1.

**Third-Party Content** has the meaning given to it in clause 11.1.

**Third-Party Technology** has the meaning given to it in clause 11.1.

**Trial Period** means the initial period during which the Customer is testing the Services on a select number of trial projects as outlined in the Order Form, which will be equal to 3 months unless otherwise stipulated in the Order Form or agreed in writing to extend before the commencement of the Initial Term.

**UK Data Protection Legislation** means all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR, the Data Protection Act 2018 and the Privacy and Electronic Communications Regulations 2003 as amended.

**Usage Limits** means the usage limits set by innDex for the Software and noted in the Order and which apply to the use of the Services (which may include without limitation: number of users, maximum file sizes for uploads, or number of API calls).

**Virus** means any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by rearranging, altering or erasing the programme or data in whole or part or otherwise) or adversely affect the user experience.

**Vulnerability** a weakness in the computational logic (for example, code) found in software and hardware components that when exploited, results in a negative impact to the confidentiality, integrity, or availability, and the term Vulnerabilities shall be construed accordingly.

2.2. Clause, schedule and paragraph headings shall not affect the interpretation of these Terms.

2.3. A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns.

2.4. A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

2.5. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

2.6. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

2.7. A reference to a statute or statutory provision is a reference to it as it is in force as at the date of the Contract.

2.8. A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of the Contract under that statute or statutory provision.

2.9. A reference to writing or written includes e-mail.

2.10. References to clauses and schedules are to the clauses and schedules of these Terms; references to paragraphs are to paragraphs of the relevant schedule to these Terms.

### 3. Services

**3.1.** The Order Form will specify the Services purchased by the Customer and the Fees payable by the Customer.

**3.2.** Subject to the Customer's payment of the Fees and compliance with these Terms, the Customer and its Authorised Users shall have access to the Subscription Service as set out in the Order Form during the Term.

**3.3.** The Order Form will specify the Customer's Subscription Plan and any applicable Usage Limits. The Customer accepts that certain features and functionality of the Software may only be available to selected Subscription Plans, **for example:**

- a.** if the Customer has purchased a Trial Period Subscription Plan, the Customer may only use the Subscription Service for a single Project or Projects nominated in the Order Form and for a limited time;
- b.** if the Customer has purchased a Project-by-Project Subscription Plan, the Customer may only use the Subscription Service for a single Project at any one time (and may not run multiple Projects concurrently); and
- c.** If the Customer has purchased an Enterprise Subscription Plan, the Customer may use the Subscription Service across the Business within the limits outlined in the Order Form.

- 3.4.** If the Order Form states that the Customer has purchased Support Services, innDex shall provide the Support Services to the Customer in accordance with the Support Services Policy.
- 3.5.** InnDex shall not be responsible for any unavailability of the Services due to:
- a. events outside of the direct control of innDex, including any Force Majeure Event, the failure or unavailability of any Customer Systems, Third-Party Technology, the internet, or of any other technology, network or equipment used to connect to or access the Services; or
  - b. planned, unscheduled, or urgent unscheduled maintenance of any part of the Services which last less than (3) working days. InnDex will be responsible for any maintenance which disrupts the Service availability for longer than (3) working days and the Customer retains the right to receive pro-rated credits for each day of unavailability based on the day-rate of the Contract.

#### **4. Customer obligations**

- 4.1.** The Customer is solely responsible for verifying in advance of using the Subscription Service that the Customer Systems are compatible with the Subscription Service. InnDex shall have no liability to the Customer if the Customer Systems are not suitable or not compatible with the Subscription Service or any part of them.
- 4.2.** The Customer shall provide innDex with all such access to the Customer Systems and with all such information and assistance as innDex may require in order to provide the Services.
- 4.3.** The Customer shall ensure that all Authorised Users comply with innDex's Terms of Use (as updated from time to time and available at <https://www.inndex.co.uk/terms-of-use>).
- 4.4.** Any act or omission of an Authorised User in connection with the Services shall be deemed to be an act or omission of the Customer.
- 4.5.** innDex may suspend or terminate access by any Authorised User who breaches the Terms of Use, without liability to the Customer, provided that innDex notifies the Customer promptly of any such suspension or termination.
- 4.6.** The Customer shall only use the Services for its own internal business purposes and shall not permit any person other than its Authorised Users to use or access the Services.
- 4.7.** The Customer shall not, and shall procure that Authorised Users shall not:
- a. systematically retrieve data or other content from the Services to create or compile, directly or indirectly, a collection, compilation, database, or directory, or engage in unauthorized framing of or linking to the Services;
  - b. circumvent, disable, or otherwise interfere with security-related features of the Services, including features that prevent or restrict the use or copying of any innDex Intellectual Property Rights or enforce limitations on the use of the Services and/or the innDex Intellectual Property Rights contained therein;
  - c. disparage, tarnish, or otherwise harm, in innDex's reasonable opinion, innDex and/or the Services;
  - d. make improper use of the Services or harass, intimidate, or threaten any innDex employees or agents engaged in providing the Services;
  - e. use the Services in a manner inconsistent with this Contract or any applicable laws or regulations, or in a way that infringes innDex's or a third-party's proprietary rights, or delete or obscure the copyright or other proprietary rights notice from any Services or Documentation;
  - f. upload, distribute or transmit (or attempt to upload, distribute or to transmit) any malware, Virus, Vulnerability, trojan horse, spyware (including any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1×1 pixels, web bugs, cookies, or other similar devices) or other malicious content into the Services or the networks or services connected to the Services;
  - g. attempt to impersonate another user or person or use the Access Credentials of another user, or attempt to unlock or bypass any Access Credentials used or permit a third party to do so;
  - h. interfere with, disrupt, or create an undue burden on the Services or the networks or services connected to the Services;
  - i. Excepted as permitted by applicable law, attempt to copy, modify, make error corrections to, adapt, translate, duplicate, create derivative works from, frame, mirror, republish, download, display, or transmit all or any portion of the Services in any form or media or by any means;

- j. license, sell, resell, rent, lease, transfer, assign, distribute, display, disclose, time-share, use as an application service provider, or service bureau or outsourced service provider arrangement, or otherwise commercially exploit, or otherwise make the Services available to any third party;
  - k. except as permitted by applicable law, decipher, decompile, disassemble, or reverse engineer, or otherwise reduce to human-readable form any of the software comprising or in any way making up a part of the Services;
  - l. except as may be the result of standard search engine (excluding LLM-based search models) or internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, data mining, or offline reader that accesses the Services, or using or launching any unauthorised script or other software; or
  - m. use the Services as part of any effort to compete with innDex, or to advertise or offer to sell goods and services, or otherwise use the Services for any revenue-generating endeavour or commercial enterprise, except as expressly permitted under this Contract.
- 4.8. The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify innDex.
- 4.9. The Customer or its Authorised Users shall not use the Services for, nor access, store, distribute or transmit any material during the course of its use of the Services that:
- a. is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive, facilitates illegal activity or causes damage or injury to any person or property;
  - b. depicts sexually explicit images;
  - c. promotes unlawful violence; or
  - d. is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability,
- and innDex reserves the right, without liability or prejudice to its other rights to the Customer, to remove any material that breaches the provisions of this clause and report the same to the relevant authorities.

## 5. Equipment

- 5.1. The Customer shall hire the Equipment subject to the terms and conditions of this clause 5.
- 5.2. The Order Form, including any Call-Off Order Forms, shall specify the Equipment products, number of units of Equipment hired by the Customer and the applicable Fees.
- 5.3. The period of Equipment hire ("**Rental Period**") starts on the date of the delivery of the Equipment ("**Delivery Date**") and shall continue until this Contract is terminated in accordance with its terms (or such shorter period as is set out in each Call Off Order Form nominated as the "Hire End Date").
- 5.4. Unless agreed otherwise in writing, delivery of the Equipment shall be made by innDex to the Customer at the Customer's nominated delivery site ("**Customer Site**"). Time shall not be of the essence for delivery unless agreed in writing by both Parties. innDex shall be entitled to charge Fees for Delivery, in accordance with the Order Form.
- 5.5. The Customer shall have no right, title or interest in or to the Equipment (save the right to quiet possession and use of the Equipment subject to these Terms).
- 5.6. The risk of loss, theft, damage or destruction of the Equipment shall pass to the Customer on the Installation Date. The Equipment shall remain at the sole risk of the Customer during the Rental Period and any further term during which the Equipment is in the possession, custody or control of the Customer ("**Risk Period**") until such time as the Equipment is decommissioned and returned to innDex in accordance with clause 5.11.
- 5.7. During the Rental Period and the Risk Period, the Customer shall, at its own expense, obtain and maintain insurance, to cover loss or damage for the full replacement value of the Equipment, and to cover any third party or public liability risks such amounts as a prudent owner or operator of the Equipment would insure the Equipment.
- 5.8. If the Order Form includes Installation Services, innDex shall either install the relevant Software on the Equipment prior to delivery of the Equipment to the Customer, or visit the Customer Site to install the Software.
- 5.9. If the Order Form does not include Installation Services, the Customer shall be solely responsible for installing the Software on the Equipment and innDex shall not be responsible for installing, configuring

or deploying any Software on the Equipment, or setting up the Equipment for use by Authorised Users, or training Authorised Users on the use of the Equipment.

**5.10.** The Customer shall:

- a. ensure that the Customer Site is ready for the delivery of the Equipment;
- b. provide safe access to the Customer Site and the Equipment to innDex's personnel on dates and times agreed to perform the Installation Services;
- c. comply with any operating manual, specifications or instructions for usage of the Equipment provided to it by innDex or by the Equipment manufacturer;
- d. ensure that the Equipment is kept and operated in a suitable environment, used only for the purposes for which it is designed, and operated in a proper manner and in accordance with any operating instructions provided by innDex;
- e. not move the Equipment from the Customer Site without providing notice to innDex;
- f. not (nor attempt to) modify, alter or repair the Equipment, nor remove any existing component(s) from the Equipment without innDex's prior written consent; and
- g. provide innDex with any information that it reasonably requests for the provision of the Support Services.

**5.11.** Upon termination of either or both of the Order Form, or any Call-Off Order Form, innDex's consent to the Customer's possession of the Equipment shall terminate and the Customer shall (at innDex's option) return the Equipment to innDex at the Customer's cost and to the location specified by innDex in writing within 7 days of the end of the Rental Period; or permit innDex, or its employee, contractor or agent, to retake possession of the Equipment and enter the Customer Site at which the Equipment is located at an agreed upon time between the parties. The Customer shall ensure that the returned Equipment is in full working order at the end of the Rental Period.

**5.12.** InnDex shall not be responsible for any loss of or damage to the Equipment arising out of or in connection with any fire, theft, negligence, misuse, mishandling of the Equipment or otherwise caused by the Customer or its officers, employees, agents and contractors, and the Customer undertakes to indemnify innDex on demand against the same.

**5.13.** Where expressly included in the Order Form, during the Rental Period innDex will provide Support Services to the Customer in respect of the Equipment in accordance with the Support Services Policy.

**5.14.** InnDex may reasonably charge for parts and labour that are required a direct result of the following activity:

- a. any unauthorised maintenance, alteration, modification or adjustment or unauthorised attempted maintenance, alteration, modification or adjustment to the Equipment performed by persons other than innDex or its employees, contractors or agents;
- b. the Customer or a third party moving or tampering with the Equipment;
- c. the use of the Equipment in breach of the terms of this Contract or any user instructions provided by innDex or the Equipment manufacturer;
- d. a failure, interruption or surge in the electrical power or its related infrastructure connected to the Equipment;
- e. misuse, neglect or mistreatment of the Equipment or any other unauthorised act or omission by the Customer or the Customer's employees, agents or contractors in respect of the Equipment;
- f. failure of the Customer to take reasonable care of the Equipment including a failure to clean the Equipment appropriately; or
- g. any defects in the Equipment caused when in the possession of the Customer when innDex retakes possession at the end of the Rental Period.

**5.15.** Equipment Hire Request Process:

- a. The Customer shall submit a Call-Off Order Form as set out in Schedule 6, specifying the required equipment, rental period, and delivery requirements.
- b. Each Call-Off Order Form must be approved by an authorized representative of both Parties before equipment delivery.

c. innDex shall confirm equipment availability within 7 days of receiving the Call-Off Order.

- 5.16.** Labour will be charged at a rate of £500 per day, in accordance with clause 4.14, with a minimum charge of one full day.
- 5.17.** Notwithstanding the issuance of separate purchase orders by individual projects or sites within the Customer's organisation, all such orders shall be treated as part of the Contract under the unified "Order Form" definition.
- 5.18.** All orders for Equipment placed by the Customer under an Order Form, or Call-Off Order Form, including but not limited to Access Pods and related hardware, shall be governed by the terms and conditions of this Contract. Each individual order for Equipment shall constitute a Call-Off Order under this Contract, and no additional terms or conditions shall apply unless expressly agreed in writing by both Parties.
- 5.19.** Each order form for Equipment placed under this Order Form, or Call-Off Order Form shall include a statement that the Equipment is being supplied under the terms of this Contract. Failure to reference the Order Form shall not invalidate the application of these Terms to the order.
- 5.20.** For the avoidance of doubt, any request, purchase order, or acceptance of delivery for Equipment by the Customer shall automatically be deemed acceptance of these Terms, regardless of whether the individual order form or purchase order specifically references this Contract.

## **6. Fees and payment**

- 6.1.** The Customer shall pay the Fees to innDex for the Services in accordance with this clause 6. The Purchase Order amount specified in the Initial Order Form applies only to Software Services. Equipment hire fees under Call-Off Orders are invoiced separately and are not included in this Purchase Order amount.
- 6.2.** The Order Form specifies whether the Fees are payable weekly, monthly, quarterly, annually or at some other frequency ("**Billing Period**") and innDex shall invoice the customer at the beginning of each Billing Period during the Term.
- 6.3.** The Customer shall on the Commencement Date provide to innDex valid, up-to-date and complete credit card details or approved purchase order information acceptable to innDex together with contact and billing details and, if the Customer provides:
- a.** its approved purchase order information to innDex, innDex shall invoice the Customer on the Commencement Date and again at the start of each Billing Period throughout the Term for the Fees payable in respect of the next Billing Period, and the Customer shall pay each invoice in the manner communicated in the Initial Order Form within 30 days after the date of such invoice.
- 6.4.** If innDex has not received payment within 30 days after the due date and the relevant invoice has not been legitimately disputed by the Customer, and without prejudice to any other rights and remedies of innDex:
- a.** innDex may, without liability to the Customer, disable the Customer's Access Credentials and suspend access to all or part of the Services and innDex shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and
  - b.** interest shall accrue on a daily basis on such due amounts at an annual rate equal to 4% over the then current base lending rate of the Bank of England from time to time (and 4% where the base rate is zero), commencing on the due date and continuing until fully paid, whether before or after judgment.
- 6.5.** All amounts and fees stated or referred to in the Contract:
- a.** shall be payable in pounds sterling (unless another currency is specified in the Order Form);
  - b.** are, subject to clause 5.5(a), and any other provisions that state it to be otherwise, non-cancellable and non-refundable and shall be paid in full without any set-off, counterclaim, deduction or withholding;
  - c.** are exclusive of value added tax, which shall be added to innDex's invoice(s) at the appropriate rate.
- 6.6.** innDex shall be entitled to increase the Fees and/or add or amend the applicable Usage Limits at the start of each Renewal Period by giving 90 days' prior written notice to the Customer and the Order Form shall be deemed to have been amended accordingly.

- 6.7. For any increase in Fees relating to Equipment hire executed under Call-Off Orders, in accordance with Clause 5.6, increases will only be applied to projects starting after the Renewal Period.
- 6.8. where an Initial Term is greater than 12 months, Fees and Rates will be reviewed annually and may be adjusted by giving 90 days' prior written notice to the Customer and, unless disputed in writing within the 90 day notice period, the Order Form shall be deemed to have been amended accordingly.
- 6.9. In accordance with clause 15.17 innDex may, at its discretion, invoice the Customer for any agreed custom development at the conclusion of the development works or upon termination by the Customer.

## 7. Customer Data and Data Protection

- 7.1. Each party shall comply with applicable Data Protection Legislation when processing personal data. Nothing in these Terms limits or replaces a party's direct obligations under Data Protection Legislation.
- 7.2. The parties acknowledge that innDex and the Customer each act as independent controllers of any personal data shared between them in connection with the Services.
- 7.3. Details of innDex's processing of personal data, including the purposes of processing and categories of data, are set out in innDex's Privacy Policy, available at <https://www.inndex.co.uk/privacy-policy>, as updated from time to time.
- 7.4. The Customer retains all right, title and interest in and to its Customer Data. The Customer is solely responsible for the legality, reliability, integrity, accuracy and quality of the Customer Data.
- 7.5. If Customer Data is lost or corrupted, innDex will use reasonable commercial efforts to restore it from the most recent back-up maintained in accordance with its standard procedures. innDex is not responsible for loss caused by third parties, except where such loss results from a security breach attributable to innDex, in which case clause 13 will apply.
- 7.6. The Customer shall ensure it has a lawful basis for processing personal data it collects or receives through the Services, shall inform data subjects of its processing activities, and shall not transfer personal data outside the UK or EEA unless lawful safeguards (such as adequacy decisions or Standard Contractual Clauses) are in place.
- 7.7. Each party shall implement appropriate technical and organisational measures to protect personal data against unauthorised or unlawful processing, accidental loss, destruction or damage, having regard to the nature of the data and the harm that might result from such events.
- 7.8. Assistance and breach notification. Each party shall reasonably assist the other (at the other's cost) in meeting obligations to respond to data subject requests and regulatory enquiries, and shall promptly notify the other if it becomes aware of a personal data breach affecting shared personal data.
- 7.9. International transfers. Where innDex transfers personal data originating from the UK, EEA or Switzerland to a country not covered by an adequacy decision, such transfer shall be made subject to the Standard Contractual Clauses and the UK International Data Transfer Addendum (as updated or replaced from time to time).

## 8. Warranties

- 8.1. Each Party warrants, represents and undertakes that it shall:
  - a. provide the other Party with all necessary co-operation in relation to the Contract and all necessary access to such information as may be required to provide the Services, including but not limited to Customer Data, and Customer Systems;
  - b. carry out all other Party responsibilities set out in the Contract in a timely and efficient manner;
  - c. ensure that the Authorised Users use the Services and the Documentation in accordance with these Terms and shall be responsible for any Authorised User's breach of the Contract;

- d. obtain and shall maintain all necessary licences, consents, and permissions necessary for innDex, its contractors and agents to perform their obligations to the Customer under the Contract, including without limitation the Services;
  - e. ensure that the Customer's Customer Systems comply with the relevant specifications provided by innDex from time to time;
- 8.2. The Customer shall be, to the extent permitted by applicable law and except as otherwise expressly provided in the Contract, solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its Customer Systems to the Services, and for all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

## 9. Intellectual property rights

- 9.1. The Customer acknowledges and agrees that innDex and/or its licensors own all Intellectual Property Rights in the Shared Personal Data, the Software, the Services and the Documentation and the Customer shall have no rights in respect of the Shared Personal Data, the Software, the Services or the Documentation except as expressly granted under this Contract.
- 9.2. InnDex grants to the Customer and its Authorised Users a limited, revocable, non-exclusive, non-transferable and non-sublicensable right to access and use the Shared Personal Data, the Software, the Subscription Service and the Documentation during the Term solely for the Customer's internal business operations, subject always to the Customer and its Authorised Users compliance with the Contract.
- 9.3. Any Foreground IPR shall, on creation of the rights, vest in innDex. To the extent any such Foreground IPR vests in the Customer, the Customer hereby assigns (and shall procure the assignment) to innDex with full title guarantee and free from all encumbrances and third party rights by way of present assignment, all right, title and interest, whether legal or beneficial, in and relating to such Foreground IPR, whenever created, including all present and future Intellectual Property Rights in such Foreground IPR to the fullest extent possible for the full duration thereof, including all extensions and renewals.
- 9.4. Each Party agrees and acknowledges that it shall not have or gain title to, nor have or gain any licence to use or make any modification in respect of, any of the other Party's Intellectual Property Rights. Neither Party will make any representation nor do or permit to be done any act which may be taken to indicate that it has any right (including any Intellectual Property Rights), title or interest in or to the ownership of the other Party's Intellectual Property Rights.
- 9.5. InnDex acknowledges that the Customer owns the Intellectual Property Rights in the Customer Data and, subject to Clauses 9.6 and 9.7 below, nothing in this Contract grants to innDex any Intellectual Property Rights in the Customer Data.
- 9.6. The Customer grants to innDex a non-exclusive, sub-licensable, royalty-free, irrevocable (other than where this Contract is terminated) perpetual licence to use the Customer Data to the extent required for innDex to provide access to the Services, provide services similar to the Services to other or to improve the Services in accordance with this Contract. This licence shall survive termination of this Contract.
- 9.7. The Customer further grants to innDex a royalty-free, non-exclusive, freely sub-licensable, freely transferable, worldwide and irrevocable licence to use all Intellectual Property Rights in the Customer Data solely to the extent required for innDex's use, configuration, analytics, modelling, adaptation, development (including any updates), licensing and/or deployment of the Services, or for any other innDex software development purpose, in respect of its customers, provided always that the Customer is not named as the source of such Customer Data and such data is completely anonymised. This licence shall survive termination of this Contract.
- 9.8. The Customer agrees to take all such steps as innDex may reasonably require (including execution of documents) at innDex's cost to assist innDex in maintaining the validity and enforceability of its Intellectual Property Rights during the Term and shall promptly notify us innDex in writing if it becomes aware of:
- a. any infringement or suspected infringement of the innDex Intellectual Property Rights, or
  - b. any claim that any innDex Intellectual Property Rights infringe the rights of any third party.

- 9.9.** In the case of any matter falling within clause 9.8, innDex shall, in its absolute discretion, determine what action if any shall be taken in respect of the matter and innDex shall have sole control over and shall conduct any consequent action as it deems necessary.
- 9.10.** If any claim is made, or in innDex's opinion is likely to be made, against the Customer, innDex may at its sole option:
- a.** procure for the Customer the right to continue to use the relevant innDex Intellectual Property Rights (or any part thereof) in accordance with this Contract;
  - b.** modify the relevant innDex Intellectual Property Rights so that it ceases to be infringing;
  - c.** replace the innDex Intellectual Property Rights with a non-infringing version; or
  - d.** terminate this Contract immediately by notice in writing to the Customer.

Provided always that if innDex shall procure (a), (b) or (c) above then this shall be on the basis that the alternatives are not materially worse than prior to the issue. If such is the case then the Customer may terminate this Agreement with 30 days' notice and receive a refund of any unused portion of the Agreement.

- 9.11.** We shall have no liability in any circumstances if the alleged claim is based on:
- a.** the Customer's or a third-party's products (including Third-Party Technology or Third-Party Content), whether in whole or in part;
  - b.** a modification of the innDex Intellectual Property Rights by anyone other than innDex; or
  - c.** the Customer's use of the innDex Intellectual Property Rights in a manner contrary to the written instructions given to the Customer by us; or
  - d.** the Customer's use of the innDex Intellectual Property Rights after notice of the alleged or actual infringement from us or any appropriate authority; or
  - e.** the use of the innDex Intellectual Property Rights with any third-party software or any hardware device other than those expressly authorised in writing by us.
- 9.12.** This clause 9 constitutes the Customer's exclusive remedy and innDex's only liability in respect of intellectual property infringement claims.

## **10. Confidentiality**

- 10.1.** Each party may be given access to Confidential Information from the other party in order to perform its obligations under the Contract. A party's Confidential Information shall not be deemed to include information that:
- a.** is or becomes publicly known other than through any act or omission of the receiving party;
  - b.** was in the other party's lawful possession before the disclosure;
  - c.** is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or
  - d.** is independently developed by the receiving party, which independent development can be shown by written evidence.
- 10.2.** Subject to clause 10.4, each party shall hold the other's Confidential Information in confidence and not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of the Contract.
- 10.3.** Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of the Contract.
- 10.4.** A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 10.4, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.
- 10.5.** The Customer acknowledges that details of the Services, and the results of any performance tests of the Services, constitute innDex's Confidential Information.
- 10.6.** No party shall make, or permit any person to make, any public announcement concerning the Contract without the prior written consent of the other parties (such consent not to be unreasonably

withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

## **11. Third-Party Technology**

- 11.1.** The Services may contain links to, or integrations with, other websites or technology ("**Third-Party Technology**") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items ("**Third-Party Content**") owned by or originating from third parties.
- 11.2.** InnDex shall have no responsibility or liability of any kind for any Third-Party Technology or Third-Party Content and makes no warranties or representations to the Customer in respect of any Third-Party Technology or Third-Party Content. Inclusion of, linking to, or permitting the use or installation of any Third-Party Technology or any Third-Party Content does not imply approval or endorsement thereof by innDex.
- 11.3.** The Customer agrees that its use of any Third-Party Technology or Third-Party Content is entirely at its own risk and that it is solely responsible for reviewing and complying with any contractual terms which apply to such usage.

## **12. Disclaimer**

- 12.1.** Except as expressly and specifically provided in this Contract:
- a. the Services and Equipment are provided on an as-is and as-available basis and to the fullest extent permitted by law, innDex disclaims all warranties, conditions and other terms whether express or implied, in connection with the Services and Equipment including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.
  - b. innDex makes no warranties or representations about the accuracy or completeness of the Services, Equipment or any Third-Party Technology or Third-Party Content;
  - c. the Customer assumes sole responsibility for results obtained from the use of the Services and the Documentation by the Customer, and for conclusions drawn from such use;
  - d. innDex assumes no liability or responsibility for any (1) errors, mistakes, or inaccuracies of content and materials, (2) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the Services, or Equipment (3) any unauthorized access to or use of our Services or Equipment, (4) any interruption or cessation of transmission to or from the Services or Equipment, (5) any bugs, viruses, trojan horses, or the like which may be transmitted to or through the Services or Equipment by any third party; and
  - e. innDex does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the Services, any hyperlinked website, or any website or mobile application featured in any banner or other advertising, and innDex is not a party to or in any way responsible for monitoring any transaction between the Customer and any third-party providers of products or services.

## **13. Liability and indemnity**

- 13.1.** Nothing in the Contract excludes the liability of either party:
- a. for death or personal injury caused by that party's negligence; or
  - b. for fraud or fraudulent misrepresentation.
- 13.2.** Subject to clause 13.1 and clause 13.2:
- a. Neither Party shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under the Contract; and
  - b. Both Party's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the total Fees paid for the Services

relating to the site or site(s) only where the breach occurred, during the 12 months immediately preceding the date on which the claim arose.

- 13.3.** Both Party's shall defend, indemnify and hold harmless the other Party against claims, actions, proceedings, penalties, fines, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Customer's use of the Services, Documentation and/or the Shared Personal Data, or any breach by either Party of its warranties and representations in this Contract.

#### **14. Term and termination**

- 14.1.** The Contract shall commence on the Commencement Date and, unless terminated earlier under this clause 14 shall continue for the Trial Period plus the Initial Term, which commences at the conclusion of the Trial Period. At the end of the Initial Term, the Contract shall automatically renew for successive periods of time equal to the Initial Term (whether monthly, annually or otherwise as set out in the Order Form (each a "**Renewal Period**"). The Initial Term plus the Trial Period and all Renewal Periods shall together constitute the "**Term**".

- 14.2.** Either party can terminate the Contract on the last day of the Initial Term or then current Renewal Period by giving written notice of termination to the other party at least 30 days before the end of the Initial Term or any Renewal Period.

- 14.3.** The Trial Period will commence on the Commencement Date and conclude after the period outlined on the Order Form, unless agreed in writing by innDex to extend the Trial Period. During the Trial Period, the Customer shall be entitled to trial the Services on a select number of projects as outlined in the Order Form. The Customer shall be entitled to terminate the Contract for convenience during the Trial Period only. At the conclusion of the Trial Period, unless agreed in writing by innDex to extend the Trial Period or the Contract is terminated, the Initial Term will automatically commence. During the Initial Term, the Contract can only be terminated in accordance with this Clause 14.

- 14.4.** InnDex may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any undisputed amount due under the Contract on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment.

- 14.5.** Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

- a.** the other party commits a material breach of any other term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
- b.** the other party repeatedly breaches any of the terms of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract;
- c.** the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the Insolvency Act 1986;
- d.** the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- e.** a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- f.** an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party;
- g.** the holder of a qualifying floating charge over the assets of that other party has become entitled to appoint or has appointed an administrative receiver;

- h. a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- i. a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;
- j. any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 13.3(d) to clause 13.3 (j) (inclusive); or
- k. the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

**14.6.** On termination of the Contract for any reason:

- a. the Customer shall immediately cease all use of the Services and/or the Documentation;
- b. the Customer will pay innDex any development costs incurred as a result of any written and accepted requests for custom development by the Customer;
- c. unless agreed in writing, the Customer shall return and make no further use of any Equipment (and return or destroy, at innDex's election) all Documentation and any other items (and all copies of them) belonging to innDex;
- d. innDex may destroy or otherwise dispose of any of the Customer Data in its possession, unless innDex receives, no later than 60 days after the effective date of the termination of the Contract, a written request for the delivery to the Customer of the then most recent back-up of the Customer Data. InnDex shall use reasonable commercial endeavours to deliver the back-up to the Customer within 30 days of its receipt of such a written request, provided that the Customer has, at that time, paid all Fees. The Customer shall pay all reasonable expenses incurred by innDex in returning or disposing of Customer Data; and
- e. any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination shall not be affected or prejudiced.

**14.7.** Where innDex fails to maintain the service level of 99% for the Software Services and/or fails to meet the resolution targets detailed in the table at paragraph 1.5 of Schedule 2 for a continuous period of three (3) months the Customer shall be entitled to terminate with immediate effect on written notice to innDex.

**14.8.** Termination of Equipment Hire shall be managed in accordance with the following:

- a. The Customer shall not be entitled to terminate any Call-Off Order for Equipment Hire for convenience, except during the first three months of the Initial Term known as the Trial Period, as outlined in Clause 14.
- b. After the initial three-month period, a Call-Off Order for Equipment Hire may only be terminated for cause in accordance with Clause 14.4 and 14.5 of this Contract.
- c. Fees for Equipment hire under Call-Off Orders are non-cancellable and non-refundable, except where explicitly stated in this Contract or agreed in writing by innDex. The Customer shall remain liable for the full payment of the minimum hire period specified in the Call-Off Order Form, regardless of the early return or termination of Equipment hire.
- d. Where a Call-Off Order is terminated by the Customer for any reason other than contractual performance issues by innDex:
  - i. the Customer shall remain liable for the full payment of the minimum hire period up to an including the Hire End Date, stipulated in the relevant Call-Off Order Form.
  - ii. The Customer shall provide 30 days' written notice of termination for Equipment hire and will be invoiced for the remainder of the minimum hire period upon termination.

## **15. Force majeure**

**15.1.** InnDex shall have no liability to the Customer under the Contract if it is prevented from or delayed in performing its obligations under the Contract, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of innDex or any other party),

failure of a utility service or transport, internet or telecommunications network, act of God, epidemic or pandemic, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors (“**Force Majeure Event**”).

## **16. General**

- 16.1.** If there is an inconsistency between any of the provisions in the main body of the Contract and the Order Form, the provisions in the main body of the Contract shall prevail.
- 16.2.** Both Parties may propose variations to the Contract in the form of changes to wording or additional wording and/or documents. No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 16.3.** No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 16.4.** Except as expressly provided in the Contract, the rights and remedies provided under the Contract are in addition to, and not exclusive of, any rights or remedies provided by law.
- 16.5.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract.
- 16.6.** If any provision or part-provision of the Contract is deemed deleted under clause 16.5 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 16.7.** The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 16.8.** Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract.
- 16.9.** Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.
- 16.10.** The Customer shall not, without the prior written consent of innDex, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract other than to an associated company of the Customer.
- 16.11.** InnDex may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract save where such transferee or assignee is a competitor of the Customer.
- 16.12.** Nothing in the Contract is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).
- 16.13.** The Contract does not confer any rights on any person or party (other than the parties to the Contract and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 16.14.** Any notice required to be given under the Contract shall be in writing and shall be delivered by hand or sent by pre-paid first-class post, recorded delivery post to the other party at its address set out in the Contract, or such other address as may have been notified by that party for such purposes, or sent by email to the other party's email as provided to the other party from time to time.
- 16.15.** A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9 am on the first business day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post. A notice sent by email shall be deemed to have been received two Business Days after transmission.

- 16.16.** The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).
- 16.17.** The Customer, during the Term, may request custom developments to the Software. These requests should be agreed in writing by innDex. innDex reserves the right to invoice the Customer for any custom developments which have been agreed in writing at the conclusion of the works. Should the Customer terminate for any reason, innDex reserves the right to recuperate costs of agreed custom development work completed to the point of termination.

## SCHEDULE 1

### SUPPORT SERVICES AND SERVICE LEVELS POLICY

innDex shall use its reasonable efforts to provide technical Support Services in accordance with the following policy.

#### 1. TECHNICAL SUPPORT SERVICES AND RESPONSE TARGETS

- 1.1 innDex Support Services shall be available 24 hours a day, 7 days a week. Support Services shall be provided remotely, unless otherwise specified in this Support Services Policy.
- 1.2 If the Customer suspects a performance issue with the Software Services or believes a fault (as defined below) with the applicable site access control Equipment may have occurred, it shall notify InnDex's Technical Hotline:
- (a) by telephone at [0800 448 0251] ; or
  - (b) by email to: [support@innDex.co.uk]
- 1.3 The Customer's telephone call or email shall include as much information as reasonably possible including but not limited to the time the suspected Software Services performance issue or Equipment fault was identified, a description of the effects of the suspected performance issue or fault, and contact details for the key person impacted who can provide adequate details of the suspected performance issue or fault.
- 1.4 On receipt of such telephone call or email, innDex shall log the details and investigate the reported performance issue or fault. Software Services performance issues are managed in accordance with Clause 3 of this Schedule. However, if innDex determines that an Equipment fault has arisen, it shall use its reasonable commercial efforts to:
- (a) categorise the Fault in accordance with the table set out below;
  - (b) notify the Customer of such categorisation by email;
  - (c) take reasonable steps to resolve the Equipment fault remotely within the Response Target below, and if this cannot be resolved remotely;
  - (d) send an innDex engineer to attend the Customer Site to attempt to fix the Fault on-site.
- 1.5 Equipment faults will be prioritized based on their impact and urgency and a resolution will be sought as soon as reasonably practicable in accordance with the table set out below:

Priority	Description	Response Target
Red	Urgent fault causing disruption to Customer Site entry or exit	24 hours from Fault log time UK Wide
Amber	A fault meaning the system isn't running as it should	48 hours from Fault log time UK Wide
Green	A non-urgent matter, such as relocating or training	14 days from Fault log time UK Wide
<i>(Each an "Fault")</i>		

- 1.6 The Customer shall provide safe access on-site at the Customer Site to innDex's personnel and access to the Customer System and/or Equipment experiencing the Fault, together with the assistance of the Customer's personnel who have sufficient knowledge of the Customer System and the Fault to assist innDex in resolving the Fault.
- 1.7 On successful resolution of an Equipment fault, innDex shall notify the Customer by email or telephone (or in-person at the Customer Site).
- 1.8 Under no circumstances will innDex be responsible or liable for any performance issues or faults caused by any faults with Customer Systems, network or telecommunications systems, or Third Party Technology and innDex does not provide any Support Services for Third Party Technology.

## **2. TRAINING OF AUTHORISED USERS**

- 2.1 Key User Training: innDex shall provide unlimited training sessions free of charge to a designated group of Authorised Users selected by the Customer to serve as superusers of the system (hereafter referred to as "Key Users"), enabling them to lead and support the Customer's broader workforce in the effective use of the Software. innDex's objective is to ensure these Key Users are thoroughly upskilled to drive consistent and optimal usage of the Software across the Customer's portfolio, tailored to the Customer's unique operational needs.
- 2.2 Wider Workforce Training: innDex shall provide training free of charge to the Customer's wider workforce on an as-needed basis. This training will supplement the intuitive design of the Software, which is intended to require minimal ongoing support.
- 2.3 Online Training Resources: innDex will provide comprehensive online training materials, including user guides, tutorial videos, and other accessible resources. These materials shall be updated and supplied promptly as features and functionality are released pertaining to the modules which fall within the Customer's subscription and which innDex does not deem as in addition to the Customer's current licence.
- 2.4 Training Delivery: Training may be delivered in person, virtually, or through the provision of digital resources, as deemed appropriate by innDex and the Customer. innDex and the Customer shall work collaboratively to schedule training sessions and ensure effective dissemination of knowledge across the Customer's organisation.
- 2.5 Customer Responsibilities: The Customer shall identify and maintain a team of Key Users to receive ongoing training and updates. The Customer shall also ensure that these Key Users disseminate knowledge and best practices within the organisation to promote consistent and effective use of the Software.
- 2.6 This paragraph 2 aims to ensure the Customer is empowered to fully utilize the Software while balancing the availability of training resources with the intuitive design of the system.

## **3. SOFTWARE SERVICE LEVELS AND CREDITS**

- 3.1 InnDex shall use commercially reasonable efforts to make the Software available 24/7 for 99% of the time measured per calendar month based on the monthly average percentage availability and calculated as the total actual uptime minutes divided by the total possible uptime minutes in the month, excluding the following which shall be hereafter referred to as Excused Downtime:
  - 3.1.1 planned maintenance carried out by innDex as notified in writing to the Customer no less than 1 week in advance and innDex shall use reasonable endeavours to perform such maintenance outside of normal business hours;
  - 3.1.2 emergency maintenance which must be performed on an immediate basis where failure to do so is likely to result in an imminent and/or material deficiency in the Services;
  - 3.1.3 any unavailability caused by a Force Majeure Event;
  - 3.1.4 issues with the Customer's local area network or internet connectivity;
  - 3.1.5 Customer inaccessibility: if, for any reason, the Customer cannot be reached to correct a Fault then time will be frozen until innDex can make contact with the Customer to begin fixing the Fault;
  - 3.1.6 issues resulting from problems caused by the Customer's failure to follow agreed procedures, or caused by unauthorised changes to the Software by the Customer; and/or
  - 3.1.7 any material breach by the Customer of the terms of the Agreement.

## SCHEDULE 2

### BACKUP AND RESTORE PROCEDURE

#### PROCESS OWNER

The Information Security Manager is responsible for ensuring the effectiveness of the Backup and Restore Procedure. This includes oversight of all related activities, conducting regular tests, maintaining documentation, and ensuring compliance with ISO 27001 standards.

#### SCOPE

This procedure applies to all customer data, application data, system configurations, and other critical business information stored or processed within the innDex platform, whether on cloud infrastructure or on-premises.

#### BACKUP POLICY

Backups of data stored in all business systems will be maintained and tested to ensure business continuity in the event of a disaster. Where it is not possible to backup or archive data locally, the supplier of a hosted system will be required to demonstrate robust and tested backup procedures.

1. Backup frequency Backups are performed at regular intervals to ensure data recovery in case of disaster, accidental deletion, or system failure.
2. Backup types Backups are performed as full and snapshot-based backups to ensure data completeness and quick recovery. Incremental backups are under review for future implementation to provide more granular restore points and optimise storage use.
3. Retention policy Backup data is retained for durations sufficient to support business continuity and regulatory compliance.
4. Data security All backup data is encrypted during transit and at rest to maintain confidentiality and integrity.
- 5 Third-party providers Cloud service providers are required to demonstrate adherence to robust and tested backup procedures.

#### BACKUP PROCEDURE

1. Hosted systems backup All data backups are encrypted at rest using AES-256 or equivalent cryptographic standards. Data transferred to backup storage locations is encrypted using secure protocols such as TLS 1.2 or higher to prevent interception during transit. Application data and configurations are automatically backed up daily and are retained for 30 days to allow for data recovery. Data is stored in multiple geographically distributed locations to ensure durability and recoverability. Backups are scheduled during low-activity periods to ensure data integrity.
2. Local backup procedure Files stored locally or on cloud-based solutions are encrypted using file-level encryption (e.g., AES-256) to maintain confidentiality. Non-critical company information is regularly backed up to a secure cloud storage service with end-to-end encryption.
3. Monitoring and alerts Backup processes are regularly monitored to ensure successful execution. Any failures in backup processes trigger alerts to the Information Security Manager for immediate investigation.

#### RESTORE TESTING

Restore tests are conducted at least once every six months for all critical systems. This includes:

- Restoring application data to a test environment to validate data integrity and completeness.
- Restoring system configurations to ensure operational recovery.
- Restoring software development files to validate recovery of critical software assets.

Results of each restore test are recorded, including date, scope, outcome, and any issues encountered. Test evidence is stored securely for audit purposes.

1. Restore procedure

- a. Identify the impacted system(s) and assess the failure scope.
- b. Retrieve the most recent backup based on the recovery point objective (RPO) and recovery time objective (RTO).
- c. Apply the backup to a staging environment to validate integrity and functionality before restoring to the production environment.
- d. Verify that all dependencies, configurations, and integrations are restored correctly.
- e. Reintroduce the system to the production environment.

## 2. Disaster recovery plan integration

The Backup and Restore Procedure is a critical component of the overall disaster recovery plan, ensuring data recovery and business continuity. The disaster recovery plan outlines end-to-end processes for incident response, including backup restoration, failover to secondary systems, and communication protocols during disruptions.

NOTES This procedure will be reviewed annually, or after significant changes to infrastructure, applications, or business requirements. Any updates to this document will be versioned and communicated to all relevant stakeholders.