

## MIXMOVE SaaS Standard Terms and Conditions

Version: March 2023

### 1 DEFINITIONS AND INTERPRETATION

1.1 In these Terms and Conditions, the following words and phrases shall have the following meanings:

<b>Affiliate</b>	a company which is controlled, under common control or controlling a party or entity during the period of such control. For the purposes of this Agreement, " <b>control</b> " means ownership, directly or indirectly, of more than 50% of the voting rights of a party or entity;
<b>Agreement</b>	together the Order Form, the Scope of Work and these Terms and Conditions and any ancillary schedules;
<b>Approved Sub-Contractors</b>	the parties listed under Annex 2 to Schedule 2 (Data Protection);
<b>Authorised Users</b>	those employees, agents and independent contractors of the Client who are given access by the Client to use the Products and the Documentation;
<b>Client</b>	the contracting party specified under the Order Form;
<b>Client Data</b>	the data inputted (including Personal Data and any Special Categories of Personal Data) by the Client, Authorised Users, or MIXMOVE on the Client's behalf for the purpose of using the Services or facilitating the Client's use of the Services;
<b>Commencement Date</b>	the date of the first day of the Initial Term asset out in the Order Form;
<b>Confidential Information</b>	the provisions of this Agreement, the Products and all information which is secret or otherwise not publicly available (in both cases either in its entirety or in part) including commercial, financial, marketing or technical information, know-how, trade secrets or business methods, in all cases whether disclosed orally or in writing before or after the date of this Agreement;
<b>Controller</b>	shall have the meaning given to it in the Data Protection Legislation;
<b>Data Protection Legislation</b>	means all applicable legislation relating to the protection and processing of personal data in any relevant jurisdiction, including (without limitation and as applicable): (i) Regulation 2016/679 of the European Parliament and of the Council on the protection of

natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) (the "GDPR"); (ii) the EU e-Privacy Directive (Directive 2002/58/EC); and (iii) UK Data Protection Laws or (ii); and any implementing or successor legislation, amendments to and re-enactments of the foregoing;

<b>Data Subject</b>	shall have the meaning given to it in the Data Protection Legislation;
<b>Disabling Device</b>	computer virus, Trojan, toolkit, spyware, malware or other undisclosed or unauthorised software or disabling device which disables computer systems;
<b>Documentation</b>	MIXMOVE's electronic and hardcopy user guides, help and training materials, specifications and other documentation for the Products, which describe the functionality of the Products, and which may be updated, amended, and/or replaced by MIXMOVE from time to time;
<b>Effective Date</b>	the date upon which the Agreement comes into force as set out in the Order Form;
<b>Fees</b>	the fees described and calculated in accordance with the Order Form and Scope of Work;
<b>Initial Term</b>	the initial term of this Agreement as set out in the Order Form;
<b>MIXMOVE</b>	MIXMOVE AS or MIXMOVE Limited, as specified under the Order Form;
<b>Order Form</b>	the order form and signature page of this Agreement;
<b>Personal Data</b>	shall have the meaning given to it in the Data Protection Legislation;
<b>Preliminary Term</b>	the period from and including the Effective Date up to the Commencement Date;
<b>Processing</b>	shall have the meaning given to it in the Data Protection Legislation and "Process" or "Processed" shall be construed accordingly;
<b>Processor</b>	shall have the meaning given to it in the Data Protection Legislation;
<b>Products</b>	the online software products which the Client is granted access to by MIXMOVE as set out in the Order Form;

<b>Professional Services</b>	the technical, implementation, and/or professional services and provided or to be provided by MIXMOVE for Client as set out in the Scope of Work;
<b>Renewal Period</b>	the period described in Clause 14.1;
<b>Scope of Work</b>	the scope of work entered into between MIXMOVE and the Client subject to these Terms and Conditions;
<b>Service Levels</b>	the service levels set out in Schedule 1 (Service Levels and Support) to these Terms and Conditions;
<b>Services</b>	together the provision of the Professional Services, Support and the Products;
<b>Special Categories of Personal Data</b>	shall have the meaning given to it in the Data Protection Legislation;
<b>Sub-Processor</b>	any third party Processor appointed by a Processor, including a consultant, sub-contractor, agent or professional adviser or other third party which may receive and/or have access to the Client Data;
<b>Term</b>	has the meaning given in Clause 14.1 (being the Initial Term together with any subsequent Renewal Periods);
<b>Support</b>	means the support services MIXMOVE makes available to the Client in accordance with Schedule 1 (Service Levels and Support);
<b>Terms and Conditions</b>	means these terms and conditions and ancillary schedules;
<b>Transaction</b>	has the meaning set out in the Scope of Work; and
<b>UK Data Protection Laws</b>	means: (i) Regulation (EU) 2016/679 as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 as modified by Schedule 1 to the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019; and (ii) the Data Protection Act 2018.

- 1.2 The headings to this Agreement are inserted for convenience only and shall not affect the interpretation or construction of this Agreement.
- 1.3 All references in this Agreement to clauses, and schedules and annexures are to the clauses, and schedules and annexures to this Agreement unless otherwise stated.

- 1.4 Words expressed in the singular shall include the plural and vice versa. Words referring to a particular gender include every gender. References to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity.
- 1.5 The words "other", "including" and "in particular" shall not limit the generality of any preceding words or be construed as being limited to the same class as any preceding words where a wider construction is possible.
- 1.6 References to any statute or statutory provision shall include (i) any subordinate legislation made under it, (ii) any provision which it has modified or re-enacted (whether with or without modification), and (iii) any provision which subsequently supersedes it or re-enacts it (whether with or without modification) whether made before or after the date of the Agreement.

## 2 AUTHORISED USERS

2.1 Subject to the Client paying the Fees, the restrictions set out in this Clause 2 and the other terms and conditions of this Agreement, MIXMOVE hereby grants to the Client a non-exclusive, non-transferable right and licence, without the right to grant sub-licences, to permit the Authorised Users to use the Products and the Documentation during the Term solely for the Client's internal business operations.

2.2 The Client shall not access, store, distribute or transmit any Disabling Devices, or any material during the course of its use of the Products that:

- (a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
- (b) facilitates illegal activity;
- (c) depicts sexually explicit images;
- (d) promotes unlawful violence;
- (e) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
- (f) is otherwise illegal or causes damage or injury to any person or property,

and MIXMOVE reserves the right, without liability or prejudice to its other rights to the Client, to disable the Client's access to the Products and any material, if the Client breaches this Clause.

2.3 The Client shall not:

- (a) except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this Agreement:
  - (i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the

Products and/or Documentation (as applicable) in any form or media or by any means; or

- (ii) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Products; or
  - (b) access all or any part of the Products and Documentation in order to build a product or service which competes with the Products and/or the Documentation; or
  - (c) subject to Clause 22.1, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Products and/or Documentation available to any third party except the Authorised Users; or
  - (d) attempt to obtain, or assist third parties in obtaining, access to the Products and/or Documentation, other than as provided under this Clause 2; or
  - (e) introduce or permit the introduction of, any Disabling Device into MIXMOVE's network and information systems.
- 2.4 The Client shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Products and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify MIXMOVE.

2.5 The rights provided under this Clause 2 are granted to the Client only, and not to any Affiliate of the Client.

### **3 SERVICES**

3.1 MIXMOVE shall, during the Term, provide the Services and make available the Documentation to the Client on and subject to the terms of this Agreement.

3.2 MIXMOVE shall use commercially reasonable endeavours to provide the Client access to the Services in accordance with the Service Levels.

### **4 DATA PROTECTION**

The parties shall comply with Schedule 2 (Data Protection).

### **5 THIRD PARTY PROVIDERS**

The Client acknowledges that the use of the Products may enable or assist it to access third party content, products and services and that it does so solely at its own risk. MIXMOVE make no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, any such third-party content, products or services.

## 6 MIXMOVE'S OBLIGATIONS

6.1 MIXMOVE warrants that:

- (a) the Products will perform substantially in accordance with descriptions set out in the Scope of Work;
- (b) MIXMOVE shall provide the Services with reasonable skill and care; and
- (c) it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this Agreement

6.2 The warranty at Clause 6.1 shall not apply to the extent of any non-conformance which is caused by use of the Products contrary to this Agreement, MIXMOVE's instructions, or modification or alteration of the Products by any party other than MIXMOVE or MIXMOVE's duly authorised contractors or agents.

6.3 If the Services do not conform with the warranty under Clause 6.1, MIXMOVE will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Client with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Client's sole and exclusive remedy for any breach of the warranty set out in Clause 6.1.

6.4 MIXMOVE:

- (a) does not warrant that:
  - (i) the Client's use of the Products will be uninterrupted or error-free;
  - (ii) that the Products, Services, Documentation and/or the information provided by MIXMOVE to the Client will meet the Client's requirements; or
  - (iii) the Products or the Services will be free from defects or vulnerabilities;
- (b) is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Client acknowledges that access to the Products, Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

6.5 This Agreement shall not prevent MIXMOVE from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this Agreement.

## 7 CLIENT'S OBLIGATIONS

### 7.1 The Client shall:

- (a) provide MIXMOVE with:
  - (i) all necessary co-operation in relation to this Agreement; and
  - (ii) all necessary access to such information as may be required by MIXMOVE, in order to provide the Services, including but not limited to Client Data, security access information and configuration services;
- (b) without affecting its other obligations under this Agreement, comply with all applicable laws and regulations with respect to its activities under this Agreement;
- (c) carry out all other Client responsibilities set out in this Agreement in a timely and efficient manner. In the event of any delays in the Client's provision of such assistance as agreed by the parties, MIXMOVE may adjust any agreed timetable or delivery schedule for the Services as reasonably necessary;
- (d) ensure that the Authorised Users use the Products and the Documentation in accordance with the terms of this Agreement and shall be responsible for any Authorised User's breach of this Agreement or any acts or omissions carried out by an Authorised User;
- (e) obtain and shall maintain all necessary licences, consents, and permissions necessary for MIXMOVE, its contractors and agents to perform their obligations under this Agreement, including without limitation the Services;
- (f) ensure that its network and systems comply with the relevant specifications provided by MIXMOVE from time to time; and
- (g) be, to the extent permitted by law and except as otherwise expressly provided in this Agreement, solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to MIXMOVE's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Client's network connections or telecommunications links or caused by the internet.

### 7.2 The Client shall own all right, title and interest in and to all of the Client Data that is not Personal Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Client Data.

## 8 CHARGES AND PAYMENT

- 8.1 The Client shall pay the Fees as set out and calculated in accordance with:
- (a) the Order Form;
  - (b) the Scope of Work; and
  - (c) in accordance with this Clause 0.
- 8.2 The Client shall pay the Fees within 30 days of the date of the invoice (the "**Due Date**").
- 8.3 The Client may request the inclusion of a purchase order number on an invoice or invoices. The absence of such purchase number for any reason shall not diminish the Client's obligation to pay the Fees by the Due Date.
- 8.4 If the Client fails to pay MIXMOVE the Fees by the Due Date, MIXMOVE shall notify the Client in writing who will then be provided an additional 30 days to rectify the non-payment (the "**Due Date Extension**"). If the Client fails to make payment by the expiry of the Due Date Extension then, without prejudice to any other rights and remedies of MIXMOVE:
- (a) MIXMOVE may, without liability to the Client, disable the Client's password, account and access to all or part of the Products and suspend any Professional Services and MIXMOVE 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 8% over the then current base lending rate of the Bank of England from time to time, commencing on the expiry of the Due Date Extension and continuing until fully paid, whether before or after judgment.
- 8.5 All amounts and fees stated or referred to in this Agreement:
- (a) shall be payable in the currency as noted on the Order Form and the Scope of Work;
  - (b) are, non-cancellable and non-refundable;
  - (c) are exclusive of value added tax (or any applicable local taxes), which shall be added to MIXMOVE's invoice(s) at the prevailing rate.
- 8.6 At any time during the Term MIXMOVE may increase the Fees to reflect increases in its operating costs by providing notice to the Client.
- 8.7 MIXMOVE shall be entitled to increase the Fees at the start of each Renewal Period upon 90 days' prior notice to the Client.



## 9 PROPRIETARY RIGHTS

- 9.1 The Client acknowledges and agrees that MIXMOVE and/or its licensors own all intellectual property rights in the Products and the Documentation. Except as expressly stated herein, this Agreement does not grant the Client any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Products or the Documentation.
- 9.2 MIXMOVE confirms that it has all the rights in relation to the Products and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this Agreement.
- 9.3 Notwithstanding anything to the contrary in this Agreement, the Client:
- (a) grants to MIXMOVE and its Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use, distribute, disclose, and make and incorporate into its services any suggestion, enhancement request, recommendation, correction or other feedback provided by the Client or Authorised Users relating to the operation of MIXMOVE's or its Affiliates' services; and
  - (b) acknowledges that MIXMOVE shall have the right to process Client Data for the purposes of creating anonymised data. Provided always that such Client Data is anonymous and the Client is not identifiable, MIXMOVE may use Client Data for MIXMOVE's legitimate business purposes including improving or creating new products/services or creating insights. Where derived data is created from Client Data, all intellectual property rights in such derived data shall vest in MIXMOVE.

## 10 CONFIDENTIALITY

- 10.1 Each party shall keep and procure to be kept secret and confidential all Confidential Information belonging to the other party disclosed or obtained as a result of the relationship of the parties under this Agreement and shall not use nor disclose the same save for the purposes of the proper performance of this Agreement or with the prior written consent of the other party.
- 10.2 The parties may disclose Confidential Information to an employee, consultant or agent to the extent necessary for the performance of this Agreement provided such disclosure is subject to obligations equivalent to those set out in this Agreement. Each party shall use its best endeavours to procure that any such employee, consultant, or agent complies with such obligations. Each party will be responsible to the other party in respect of any disclosure or use of such Confidential Information by a person to whom disclosure is made.
- 10.3 The obligations of confidentiality in this Clause 10 do not extend to any Confidential Information which the party that wishes to disclose or use can show:
- (a) is or becomes generally available to the public other than as a result of a breach of the obligations of confidentiality under this Agreement; or
  - (b) was in its written records prior to the Effective Date and not subject to any confidentiality obligations; or

- (c) was or is disclosed to it by a third party entitled to do so; or
- (d) the parties agree in writing is not Confidential Information or may be disclosed; or
- (e) is required to be disclosed under any applicable law, or by order of a court or governmental body or authority of competent jurisdiction.

10.4 On termination or expiry of this Agreement, each party shall:

- (a) destroy or return to the other party all documents and materials (and any copies) containing, reflecting, incorporating or based on the other party's Confidential Information;
- (b) erase all the other party's Confidential Information from computer and communications systems and devices used by it, including such systems and data storage services provided by third parties (to the extent technically and legally practicable); and
- (c) certify in writing to the other party that it has complied with the requirements of this Clause, provided that a recipient party may retain documents and materials containing, reflecting, incorporating or based on the other party's Confidential Information to the extent required by law or any applicable governmental or regulatory authority.

10.5 No party shall make, or permit any person to make, any public announcement concerning this Agreement 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.

10.6 Except as expressly stated in this Agreement, no party makes any express or implied warranty or representation concerning its Confidential Information.

10.7 The above provisions of this Clause 10 shall continue to apply after termination or expiry of this Agreement.

## **11 MIXMOVE AMBASSADOR PROGRAMME**

The Client shall participate in the Ambassador Programme in accordance with the terms set out in Schedule 3 (MIXMOVE Ambassador Programme).

## 12 INDEMNITY

- 12.1 The Client shall defend, indemnify and hold harmless MIXMOVE against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Client's use of the Services and/or Documentation, provided that:
- (a) the Client is given prompt notice of any such claim;
  - (b) MIXMOVE provides reasonable co-operation to the Client in the defence and settlement of such claim, at the Client's expense; and
  - (c) the Client is given sole authority to defend or settle the claim.
- 12.2 MIXMOVE shall defend the Client, its officers, directors and employees against any claim that the Client's use of the Products or Documentation in accordance with this Agreement infringes any United Kingdom patent effective as of the Effective Date, copyright, trade mark, database right or right of confidentiality, and shall indemnify the Client for any amounts awarded against the Client in judgment or settlement of such claims, provided that:
- (a) MIXMOVE is given prompt notice of any such claim;
  - (b) the Client does not make any admission, or otherwise attempt to compromise or settle the claim and provides reasonable co-operation to MIXMOVE in the defence and settlement of such claim, at MIXMOVE's expense; and
  - (c) MIXMOVE is given sole authority to defend or settle the claim.
- 12.3 In the defence or settlement of any claim, MIXMOVE may procure the right for the Client to continue using the Products, replace or modify the Products so that they become non-infringing or, if such remedies are not reasonably available, terminate this Agreement immediately on written notice to the Client without any additional liability or obligation to pay liquidated damages or other additional costs to the Client.
- 12.4 In no event shall MIXMOVE, its employees, agents and sub-contractors be liable to the Client to the extent that the alleged infringement is based on:
- (a) a modification of the Services or Documentation by anyone other than MIXMOVE; or
  - (b) the Client's use of the Services or Documentation in a manner contrary to the instructions given to the Client by MIXMOVE; or
  - (c) the Client's use of the Services or Documentation after notice of the alleged or actual infringement from MIXMOVE or any appropriate authority.
- 12.5 The foregoing and Clause 12.4 states the Client's sole and exclusive rights and remedies, and MIXMOVE's (including MIXMOVE's employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.

### 13 LIMITATION OF LIABILITY

13.1 Except as expressly and specifically provided in this Agreement:

- (a) the Client assumes sole responsibility for results obtained from the use of the Services and the Documentation by the Client, and for conclusions drawn from such use. MIXMOVE shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to MIXMOVE by the Client in connection with the Services, or any actions taken by MIXMOVE at the Client's direction;
- (b) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Agreement; and
- (c) the Services and the Documentation are provided to the Client on an "as is" basis.

13.2 Nothing in this Agreement excludes the liability of either party:

- (a) for death or personal injury caused by negligence; or
- (b) for fraud or fraudulent misrepresentation; or
- (c) any other liability that cannot be excluded or limited at law.

13.3 Subject to Clause 13.1 and Clause 13.2, neither party shall be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, wasted costs, 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 this Agreement.

13.4 Subject to Clause 13.1, Clause 13.2 and Clause 13.3, MIXMOVE'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 this Agreement shall be limited to the total Fees paid (excluding the Platform Fee) during the 12 months immediately preceding the date on which the claim arose.

13.5 Subject to Clause 13.1, Clause 13.2 and Clause 13.3, the Client'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 this Agreement shall be limited to the total Fees paid or payable by the Client under the Agreement.

## 14 TERM AND TERMINATION

14.1 This Agreement shall, unless otherwise terminated as provided in this Clause 0, commence on the Effective Date and shall continue for the Preliminary Term, the Initial Term and, thereafter, this Agreement shall be automatically renewed for successive periods of 12 months or such periods described in the Order Form (each a "**Renewal Period**"), unless:

- (a) either party notifies the other party of termination, in writing, at least 90 days before the end of the Initial Term or any Renewal Period, in which case this Agreement shall terminate upon the expiry of the applicable Initial Term or Renewal Period; or
- (b) otherwise terminated in accordance with the provisions of this Agreement,

and the Preliminary Term, the Initial Term together with any subsequent Renewal Periods shall constitute the Term.

14.2 Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:

- (a) the other party fails to pay any amount due under this Agreement on the due date for payment;
- (b) the other party commits a material breach of any other term of this Agreement and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified to do so;
- (c) the other party:
  - (i) suspends, or threatens to suspend, payment of its debts (whether principal or interest) or is deemed to be unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986;
  - (ii) calls a meeting, gives a notice, passes a resolution or files a petition, or an order is made, in connection with the winding up or dissolution of that party (save for the sole purpose of a solvent voluntary reconstruction or amalgamation);
  - (iii) has an application to appoint an administrator made or a notice of intention to appoint an administrator filed or an administrator is appointed in respect of it or all or any part of its assets;
  - (iv) has a receiver or administrative receiver appointed over all or any part of its assets or a person becomes entitled to appoint a receiver or administrative receiver over such assets;
  - (v) calls a meeting, gives a notice, passes a resolution, makes an application or files documents, or an order is made, or any other steps are taken in respect of obtaining a moratorium or a moratorium is obtained for that party;

- (vi) takes any steps in connection with proposing a reorganisation of the party (whether by way of voluntary arrangement, company voluntary arrangement, scheme of arrangement, compromise or arrangement or otherwise) or any such reorganisation is effected in relation to it, or it commences negotiations with all or any of its creditors with a view to rescheduling any of its debts; or
  - (vii) has any steps taken by a secured lender to obtain possession of the property on which it has security or otherwise to enforce its security; or
  - (viii) has any distress, execution or sequestration or other such process levied or enforced on any of its assets;
  - (ix) has any proceeding taken, with respect to it in any jurisdiction to which it is subject, or any event happens in such jurisdiction that has an effect equivalent or similar to any of the events in this Clause 13.2(c); or
- (d) the other party ceases to carry on all or a substantial part of its business

14.3 On termination of this Agreement for any reason:

- (a) all licences granted under this Agreement shall immediately terminate and the Client shall immediately cease all use of the Products and/or the Documentation;
- (b) MIXMOVE may submit invoices for any Services that it has supplied but for which no invoice has previously been submitted, and the Client shall pay these invoices immediately on receipt;
- (c) the Client shall immediately pay MIXMOVE all outstanding and undisputed sums under this Agreement;
- (d) each party shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party;
- (e) MIXMOVE may destroy or otherwise dispose of any of the Client Data in its possession unless MIXMOVE receives, no later than ten days after the effective date of the termination of this Agreement, a written request for the delivery to the Client of the then most recent back-up of the Client Data. MIXMOVE shall use reasonable commercial endeavours to deliver the back-up to the Client within 30 days of its receipt of such a written request, provided that the Client has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). The Client shall pay all reasonable expenses incurred by MIXMOVE in returning or disposing of Client Data; and
- (f) 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 Agreement which existed at or before the date of termination shall not be affected or prejudiced.

**15 FORCE MAJEURE**

Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. The time for performance of such obligations shall be extended accordingly.

**16 CONFLICT**

If there is an inconsistency between any of the provisions in the main body of this Agreement and the schedules, the provisions in the main body of this Agreement shall prevail.

**17 VARIATION**

17.1 Subject to Clause 17.2, no variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

17.2 MIXMOVE shall give the Client no less than thirty (30) days' notice ("**Notice Period**") of any variation to this Agreement required to reflect the requirements of applicable law. Such variation shall automatically come into effect at the end of the Notice Period.

**18 WAIVER**

18.1 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

18.2 A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

**19 RIGHTS AND REMEDIES**

Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

**20 SEVERANCE**

20.1 If any provision or part-provision of this Agreement 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 this Agreement.

20.2 If any provision or part-provision of this Agreement is deemed deleted under Clause 20.1 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.

## **21 ENTIRE AGREEMENT**

- 21.1 This Agreement contains the entire agreement between the parties in relation to its subject matter and supersedes any prior arrangement, understanding written or oral agreements between the parties in relation to such subject matter.
- 21.2 The parties acknowledge that this Agreement has not been entered into wholly or partly in reliance on, nor has either party been given, any warranty, statement, promise or representation by the other or on its behalf other than as expressly set out in this Agreement.
- 21.3 Each party agrees that the only rights and remedies available to it arising out of or in connection with any warranties, statements, promises or representations will be for breach of contract and irrevocably and unconditionally waives any right it may have to any claim, rights or remedies including any right to rescind this Agreement which it might otherwise have had in relation to them.
- 21.4 All warranties, conditions, terms and representations not set out in this Agreement whether implied by statute or otherwise are excluded to the extent permitted by law.
- 21.5 Nothing in this Clause 21 will exclude any liability in respect of misrepresentations made fraudulently.

## **22 ASSIGNMENT**

- 22.1 The Client shall not, without the prior written consent of MIXMOVE, assign, novate, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.
- 22.2 MIXMOVE 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 this Agreement.

## **23 NO PARTNERSHIP OR AGENCY**

Nothing in this Agreement 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).

## **24 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) pursuant to the Contracts (Rights of Third Parties) Act 1999.

## **25 COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which when executed shall constitute an original of this Agreement, but all the counterparts together constitute the



same Agreement. No counterpart shall be effective until each party has executed at least one counterpart.

## **26 NOTICES**

- 26.1 Any notice required or permitted by this Agreement shall be given to the recipient in writing by post, hand delivery or email to the address set forth in the Order Form or to such other address as the recipient may designate by written notice. Further, MIXMOVE may send operational notices related to the Services provided hereunder by electronic mail to Client at the address set forth in the Order Form. Any such notice shall be deemed to be received on the date delivered or e-mailed, or five days after its deposit in the post, first class postage prepaid.
- 26.2 This Clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

## **27 GOVERNING LAW**

This Agreement 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 interpreted in accordance with the law of England and Wales.

## **28 JURISDICTION**

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 this Agreement or its subject matter or formation (including non-contractual disputes or claims).

## SCHEDULE 1

## Service Levels and Support

## 1 DEFINITIONS

<b>Basic Maintenance Release</b>	means minor bug fixes and patches for known errors and does not include any new functions.
<b>Business Day</b>	means a day on which banks are open for business in England but excludes Saturday, Sunday and any other day which is a legal holiday in England.
<b>Core Support Hours</b>	means between the hours of 9:00 am to 17:00 (UTC) during Business Days.
<b>Fix</b>	means action that will result in the resumption of service and the permanent removal or negation of the effect of an Incident so that the Products are available, and "Fixes" shall be construed accordingly.
<b>Incident</b>	means an event which is not part of the standard operation of the Products which causes, or may cause an interruption to or reduction in the quality of the Products (or any part of such) and/or an incident or issue which causes the Products (or any part of such) to not be working in accordance with the Documentation. For the avoidance of doubt, this shall include unplanned outages, any defects, issues, problems, faults and regression issues and any failure of any component or system that forms part of the Products.
<b>Incident Logging Procedure</b>	means the procedure set out at paragraph 5 of this Schedule 1.
<b>Incident Response Times</b>	means the target response times set out in the table at paragraph 7.4 of this Schedule 1.
<b>Maintenance Releases</b>	means together the Basic Maintenance Releases, Minor Maintenance Releases and Major Maintenance Releases.
<b>Major Maintenance Release</b>	means a maintenance release that provides a significant departure from the previous version of the Products, impacting substantially its features and functionality, including significant new and/or varied functions, significant code rewrites, and/or substantial or complete bug fixes to the immediately preceding Major Maintenance Release and any subsequent Minor Maintenance Release or Basic Maintenance Release.

<b>Minor Maintenance Release</b>	means a maintenance release with a minimal impact on the features and functionality of the Products, and which may include minor new functions and/or bug fixes to the immediately preceding Minor Maintenance Release.
<b>Resolution</b>	shall mean in relation to any confirmed Incident when a Fix or, where MIXMOVE determines that a Workaround will suffice in place of a Fix, a Workaround has been successfully completed and the Product is again provided and operates in accordance with the Documentation and "Resolve" shall be construed accordingly.
<b>Resolution time</b>	means the total time accountable to MIXMOVE between logging of an Incident in accordance with the Incident Logging Procedure and the status update on Incident's report confirming Resolution. As such the Resolution time includes the Response time accountable to MIXMOVE. In case MIXMOVE's agent would need assistance pursuant to paragraph 4.1(b) or information pursuant to paragraph 4.1(d), the time during which MIXMOVE's agent is waiting for the Client to provide requested feedback and/or validation is not counted as part of the Resolution time accountable to MIXMOVE.
<b>Response</b>	means the contact back to the Client by MIXMOVE in relation to an Incident and "Respond" shall be construed accordingly.
<b>Response time</b>	means the time accountable to MIXMOVE between logging of an Incident in accordance with the Incident Logging Procedure and the time period MIXMOVE has Responded.
<b>Support</b>	means the support services provided by MIXMOVE to the Client described in this Schedule 1.
<b>Support Portal</b>	means the MIXMOVE support portal available at the URL notified to the Client from time to time.
<b>Workaround</b>	means a solution, procedural change or an alternative method of usage with respect to an Incident that does not involve a permanent Fix on the underlying cause but that (i) remedies or circumvents such Incident on a temporary basis pending a permanent Fix; and (ii) causes the Products to operate without significant loss of functionality or degradation of performance. Without limitation, a Workaround may consist of specific administrative steps, alternative programming or any temporary code patch to any component of the Products.

## **2 SUPPORT SERVICES**

- 2.1 Subject to paragraph 3, MIXMOVE shall provide Support to the Client during the Core Support Hours.
- 2.2 MIXMOVE shall use commercially reasonable endeavours to resolve Incidents during the Core Support Hours.

## **3 EXCLUSIONS**

- 3.1 MIXMOVE is not obliged to provide Support in the following circumstances:
- (a) where the Client has not complied with one or more of its obligations under paragraph 4 or paragraph 5;
  - (b) where the Client is in breach of the Agreement;
  - (c) where the Client has failed to pay any sums owed to MIXMOVE by the relevant due date;
  - (d) where an Incident results from:
    - (i) use of any software or hardware not supplied by MIXMOVE; or
    - (ii) inappropriate or unauthorised use of a Product by the Client or any Authorised Users;
    - (iii) where the Client has not installed any Maintenance Releases in accordance with the time periods set out in paragraph 8;
    - (iv) where the subject matter of the Incident is a request to enhance a Product.
  - (e) MIXMOVE may in its sole discretion assist with the resolution of Incidents that are excluded pursuant to paragraph 3.1, subject to the payment of additional charges calculated by reference to MIXMOVE's then standard hourly rates.

## **4 CLIENT OBLIGATIONS IN RELATION TO INCIDENTS**

- 4.1 To enable MIXMOVE to provide the Support, the Client shall:
- (a) log Incidents in accordance with the Incident Logging Procedure;
  - (b) provide reasonable assistance and resources to MIXMOVE during the investigation of an Incident;
  - (c) respond promptly to communications from MIXMOVE in relation each Incident;

- (d) make available to MIXMOVE on a without charge, all information, access, facilities and services reasonably required by MIXMOVE to enable MIXMOVE to provide the Support;
- (e) ensure that those Authorised Users using a Product have undergone the relevant training as specified and / or provided by MIXMOVE from time to time;
- (f) promptly comply with all reasonable instructions issued by MIXMOVE in relation to the Incident;
- (g) promptly report to MIXMOVE any errors or defects identified in a Product; and
- (h) where the Client is responsible for wide area network connectivity, ensure that MIXMOVE has continuous and uninterrupted access to the Client's system (including live and test systems) by means of a MIXMOVE approved always-on high-speed communications route.

4.2 If the Client fails to comply with the requirements of paragraph 4 or paragraph 5 MIXMOVE may be prevented or delayed from providing the Support. In such circumstances, the Client may suspend the Support or close the Incident.

## 5 INCIDENT LOGGING PROCEDURE

5.1 The Client shall nominate a maximum of five Authorised Users to act as a representative for the Client on logging and resolving all Incidents at any given time during the Subscription Term (each a "**Super-User**"). The Client shall:

- (a) notify MIXMOVE in writing of the contact details of each Super-User; and
- (b) notify MIXMOVE in writing of any changes to the nominated Super-Users.

5.2 The Super-User can log Incidents to MIXMOVE by email at the email address MIXMOVE notifies the Client of from time to time or via the Support Portal.

5.3 The Client's Super-User shall provide the following information to MIXMOVE when logging an Incident:

- (a) Authorised User identification;
- (b) application / environment identification (production / staging country, etc);
- (c) action / menu / operation that is affected by the Incident, providing full details and examples of the issue;
- (d) detailed description of the steps carried out by the Authorised User which led and resulted in the Incident occurring;
- (e) number of Authorised Users impacted by the Incident; and

(f) where possible, error messages and/or screenshots.

5.4 MIXMOVE shall be under no obligation to respond to notifications or resolve Incidents which are raised by a person other than a Super-User.

**6 INCIDENT RESOLUTION PROCEDURE AND PRIORITY LEVELS**

6.1 Upon receipt of a notification of an Incident from a Super-User in accordance with the Incident Logging Procedure, MIXMOVE shall review the Incident and determine a priority classification ("**Incident Priority**") in accordance with the following procedure:

Priority	Description of Classification
<b>Urgent</b>	The Incident causes the entire Product to be unavailable or out of use and there is no Workaround available.
<b>High</b>	The Incident causes (i) an impact on key functionality; (ii) an important part of the Product is unusable for all Authorised Users; or (iii) frequent failure of important functionality or elements of the Product, and there is no Workaround.
<b>Medium</b>	The Incident causes (i) reduced functionality of the Product; (ii) degradation of the Product performance or (iii) infrequent interruptions to system availability and there is a Workaround.
<b>Low</b>	The Incident causes (i) a non-critical or infrequent issue on a functionality of the Product; or (ii) belongs to technical questions, comments, or proposals of improvement of the Product, and there is a Workaround.

6.2 The Incident Priority may vary from the time it is initially logged to reflect changes in circumstances. The classification and reclassification of the Incident Priority shall be made at the discretion of MIXMOVE.

6.3 MIXMOVE shall confirm receipt of an Incident from the Client's Super-User.

6.4 MIXMOVE may request further information from the Client or request assistance from the Client.

6.5 MIXMOVE shall work to resolve the issue or to create a Workaround.

6.6 MIXMOVE shall be entitled to close an Incident when the issue has been Resolved.

6.7 If MIXMOVE communicates to the Client's Super-User a request for assistance pursuant to paragraph 4.1(a) or for information pursuant to paragraph 4.1(d) (a "**Request**") and does not receive a response within six calendar days, MIXMOVE may close the Incident.

## 7 SERVICE LEVELS

- 7.1 MIXMOVE shall use reasonable endeavours achieve or exceed the service levels set out below.
- 7.2 MIXMOVE shall use reasonable endeavours to ensure the Products shall be available 99% of the time, measured monthly, excluding downtime arising from scheduled maintenance or a failure by the Client to comply with the Agreement.
- 7.3 In the event of a disaster making the Product unavailable or in the event of an Incident causing Client Data loss, MIXMOVE shall use reasonable endeavours to ensure that the Product and/or Client Data will be restored from the replicated production environment as follows:

<b>Recover Point Objective</b>	Target: within 1 hour to recover the last 24 hours of Client Data that was within the Product before the Incident within 2 hours to recover the last 168 hours of Client Data that was within the Product before the Incident SLA: Target met in 95% of cases per month.
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### 7.4 Incident Response, Resolution and Reporting

Incident Priority	Incident Response	First	Incident Resolution	Incident Report Update
<b>Urgent</b>	Target: 1 Business Hours SLA: Target met in 90 % of cases per month.		Target: 4 Business Hours SLA: Target met in 90 % of cases per month.	Target: every 1 hour SLA: Target met in 90 % of cases per month.
<b>High</b>	Target: 1 Business Hours SLA: Target met in 90 % of cases per month.		Target: 8 Business Hours SLA: Target met in 90 % of cases per month.	Target: 2 hours SLA: Target met in 90 % of cases per month.
<b>Medium</b>	Target: 3 Business Hours SLA: Target met in 90 % of cases per month.		Target: 32 Business Hours SLA: Target met in 90 % of cases per month.	Target: N/A
<b>Low</b>	Target: 3 Business Hours SLA: Target met in 90 % of cases per month.		Target: 56 Business Hours SLA: Target met in 90 % of cases per month.	Target: N/A

- 7.5 The Client acknowledges that time attributable to the following events shall not be taken into account when calculating Incident Response, Incident Response or Incident Resolution times:
- (a) a period in which the Client fails to comply with any of its obligations under paragraph 4;
  - (b) a period in which a suspension is invoked pursuant to paragraph 4.2; or
  - (c) a period in which a force majeure event occurs pursuant to Clause 0 of the Agreement.

## 8 SCHEDULED DOWNTIME AND MAINTENANCE RELEASES

- 8.1 MIXMOVE shall use reasonable endeavours to schedule planned maintenance to the Products for time periods outside of Core Support Hours.
- 8.2 MIXMOVE shall provide the Client with access to such Major Maintenance Releases following scheduled downtime to implement such Major Maintenance Release. The scheduled downtime for any Major Maintenance Release will typically be communicated to the Client via email at least one (1) month prior to the planned upgrade. The Client may delay scheduled downtime to implement a Major Maintenance Release for up to a maximum two (2) months after the initially proposed scheduled downtime by email response to MIXMOVE's notice.
- 8.3 MIXMOVE shall provide the Client with access to such Minor Maintenance Releases following scheduled downtime to implement such Minor Maintenance Release, or in such other manner as determined by MIXMOVE from time to time. The scheduled downtime for any Minor Maintenance Release will typically be communicated to the Client via email at least two weeks prior to the planned upgrade. The Client may delay scheduled downtime to implement a Minor Maintenance Release for up to a maximum of two (2) months after the initially proposed scheduled downtime by email response to MIXMOVE's notice.
- 8.4 MIXMOVE shall provide the Client with access to such Basic Maintenance Releases following scheduled downtime to implement such Basic Maintenance Release, or in such other manner as determined by MIXMOVE from time to time. The scheduled downtime for any Basic Maintenance Release will typically be communicated to the Client via email at least one week before the actual upgrade. Scheduled downtime to implement a Basic Maintenance Release under this paragraph 8.4 is non-negotiable.



**SCHEDULE 2****Data Protection**

- 1 The parties acknowledge that, in relation to the Client Data, the Client is a Controller and MIXMOVE is a Processor.
- 2 Annex 1 to this Schedule 2 set outs the subject-matter, duration, nature and purpose of Processing, type of Client Data and categories of Data Subjects which MIXMOVE will Process under the Agreement. The Client shall ensure that such information remains up-to-date and shall inform MIXMOVE of any required changes to Annex 1 of this Schedule 2.
- 3 MIXMOVE reserves the right to charge the Client for assistance that it provides to the Client pursuant to this Schedule 2. The charges for such assistance shall be calculated by reference to MIXMOVE's then current rates.
- 4 The Client shall:
  - (a) ensure MIXMOVE has all necessary rights and consents to Process the Client Data and to disclose the Client Data to MIXMOVE in accordance with Data Protection Legislation;
  - (b) provide MIXMOVE with the Client's name and contact details (or those of its representative) and the name and contact details of its data protection officer (where one is appointed);
  - (c) provide MIXMOVE with documented instructions regarding the Processing to be carried out where these exceed the Services;
  - (d) be responsible for deciding and determining the following:
    - (i) the subject-matter and extent of the Client Data to be collected and Processed, including which individuals' Client Data should be Processed;
    - (ii) the purpose and manner of Processing of the Client Data;
    - (iii) third parties to whom the Client Data is disclosed (other than MIXMOVE's Sub-Processors); and
    - (iv) duration of retention of the Client Data;
  - (e) be responsible for the provision of a privacy notice to Data Subjects;
  - (f) respond to and implement requests from Data Subjects exercising their rights under the Data Protection Legislation; and
  - (g) carry out all data protection impact assessments where required by the Data Protection Legislation.

- 5 MIXMOVE shall:
- (a) Process the Client Data only on the documented instructions of the Client, unless required to do otherwise by applicable law. If MIXMOVE is of the opinion that any instruction given by the Client breaches the Data Protection Legislation, MIXMOVE shall inform the Client of this where permitted to do so by such law;
  - (b) ensure that its personnel who are authorised to Process the Client Data are under obligations of confidentiality that are enforceable by MIXMOVE;
  - (c) implement appropriate technical and organisational measures taking into account the factors set out in the Data Protection Legislation to ensure a level of security appropriate to protect the Client Data, including protection from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or unauthorised access;
  - (d) taking into account the nature of the Processing, assist the Client with its obligations to comply with Data Subjects' requests and rights in the Data Protection Legislation through the use of appropriate technical and organisational measures;
  - (e) taking into account the nature of the Processing and information available to MIXMOVE, assist the Client in ensuring compliance with the Client's obligations relating to security, notification of breaches to Data Subjects, data protection impact assessments and any consultation with regulators;
  - (f) notify the Client (to any specific contact details notified by the Client) without undue delay of MIXMOVE becoming aware of a breach of the Data Protection Legislation. Where breaches are caused by the MIXMOVE or any of its Sub-Processors, without undue delay following the initial notification MIXMOVE shall provide full details of the relevant breach (or shall provide such detail in phases where not possible to provide at once);
  - (g) MIXMOVE shall provide the Client with all information reasonably requested by the Client to enable the Client to verify MIXMOVE's compliance with this paragraph 5;
  - (h) Without prejudice to paragraph 4(g), and upon reasonable prior written notice from the Client, MIXMOVE shall assist the Client in undertaking an audit of MIXMOVE's compliance with the requirements of this paragraph 4 with respect to the Client Data, provided that the scope of the audit and manner in which it is conducted will be agreed between the Parties in advance. The Client agrees to act reasonably and in good faith in exercising its audit rights under this paragraph 4; and
  - (i) promptly inform the Client of and provide assistance with responding to any enquiry made, or investigation or assessment of Processing initiated by the Information Commissioner's Office or other regulatory authority in respect of the Client Data.
- 6 MIXMOVE shall comply with the Data Protection Legislation when Processing or transferring Client Data in any jurisdiction.

- 7 MIXMOVE shall put in place in writing with any Sub-Processor, contractual obligations which are at least equivalent to the obligations imposed on MIXMOVE pursuant to paragraph 4 above.
- 8 The Client consents to the appointment by MIXMOVE of Sub-Processors provided that:
  - (a) MIXMOVE notifies the Client in writing of each Sub-Processor prior to the Processing of any Client Data by the relevant Sub-Processor and shall notify the Client in writing of any change in identity of a Sub-Processor from time to time; and
  - (b) MIXMOVE shall put in place with any Sub-Processor, written contractual obligations which are at least equivalent to the obligations imposed on MIXMOVE pursuant to paragraph 4 above of this Schedule 2.
- 9 The Client hereby authorizes MIXMOVE to subcontract any part of the Processing of the Client Data to the list of Approved Sub-Contractors that is attached in Annex 2 to this Schedule 2.
- 10 MIXMOVE may transfer, access or process the Client Data outside of the United Kingdom.

**ANNEX 1 TO SCHEDULE 2**

**Details of Processing of Client Data**

<b>1</b>	<b>Nature of the Processing</b>	Storage, Retrieval and Analysis.
<b>2</b>	<b>Purpose and subject matter of the Processing</b>	The Client Data shall be Processed as necessary for MIXMOVE to provide the Services (as described in the Agreement).
<b>3</b>	<b>Duration of the Processing</b>	The Processing shall take place for the duration of the Agreement, unless otherwise directed by Client.
<b>4</b>	<b>Categories of Data Subjects</b>	Current and former employees of the Client  Current and former logistics drivers.  Recipients of deliveries
<b>5</b>	<b>Types of Client Data</b>	Business contact information including first name, last name, telephone number, postal address, photograph / image (for example, a photograph of a logistics driver) and e-mail address.  Personal contact information (in relation to recipients of deliveries) including first name, last name, telephone number, postal address and e-mail address  <b>Special categories of Client Data:</b>  Not applicable.

**ANNEX 2 TO SCHEDULE 2**

**Approved Sub-Contractors**

Third Party Sub-Processor	Company Number and Registered Office	Sub-Contracted Obligations
<b>Microsoft Azure</b>	<b>Company Number: 01624297</b>  Registered Office: Microsoft Campus Thames Valley Park Reading Berkshire United Kingdom RG6 1WG	Computational services, Cloud Infrastructure
<b>Google API</b>	<b>Company Number: 03977902</b>  Registered Office: Belgrave House 76 Buckingham Palace Road London United Kingdom SW1W 9TQ	Geolocation functionality and also Barcode Scanner.
<b>Here Maps API</b>	<b>Company Number HERE Global BV: 17070436</b>  Registered Office: Kennedyplein 222-226 5611 ZT Eindhoven The Netherlands	Maps and Route Optimisation Services.
<b>Twilio API</b>	<b>Company Number: 07945978</b>  Registered Office: 100 New Bridge Street London United Kingdom EC4V 6JA	Messaging SMS/WhatsApp services.
<b>SendGrid</b>	<b>Company Number: 08955881</b>  Registered Office: 100 New Bridge Street London United Kingdom EC4V 6JA	Email sender

## SCHEDULE 3

## MIXMOVE Ambassador Programme

- 1 The Client shall:
  - (a) grant permission for MIXMOVE to use the Client's name and logo on its website and other pertinent collateral referencing its working relationship; and
  - (b) during the first two weeks following the commencement of the Initial Term give MIXMOVE approval to draft and publish an 'announcement of service' press release – outlining the relationship and its intended purpose;
- 2 Upon receipt of a request from MIXMOVE, the Client shall:
  - (a) provide a testimonial (brief written endorsement of the service, attributed to a senior executive of the brand);
  - (b) help MIXMOVE create a written client case study about the working relationship with detailed ROI information (within first year of the Agreement);
  - (c) commit to allowing MIXMOVE to film a video case study on the Client's premises featuring a key executive explaining the relationship and the benefits it's brought to the Client's organisation (within first year of the Agreement);
  - (d) if a pertinent opportunity arises, present alongside MIXMOVE at a least one industry event;
  - (e) if a pertinent opportunity arises, speak to key press about the working relationship;
  - (f) act as a referee to any potential new clients who wish to speak to an existing client; and
  - (g) attend the MIXMOVE Customer Innovation Forum.