AppiSpaces Standard Platform Terms of Use

CITRUS SUITE LTD

Registered in England and Wales. Company Reg: 06657283, VAT Reg: 938 4136 08

Trading Address: Citrus Suite Ltd, Digital House, 44 Simpson Street, Liverpool, L1 0AX

These terms set out the terms and conditions ("**Terms of Use**") upon which you may use the AppiSpaces Platform – which covers any mobile app for iOS and Android and web system component built by Citrus Suite for you.

1 Definitions

1.1 These Terms of Use use some capitalised terms which have special meanings. These capitalised terms and their respective meanings are set out in the **Glossary** in Schedule 1.

1.2 Where capitalised terms are used first in these Terms of Use, they are shown in **bold** to highlight they have a special meaning.

2 Ordering, Configuration and Access to the Platform

2.1 Except for End Users, you may not authorise any Third Party to access and/or use the Platform on your behalf, except where we have given our prior written consent and we have provided a mechanism for Third Parties to access the Platform on your behalf.

2.2 Before we provide access to the Platform, you agree to follow any relevant on-boarding and registration process (On-Boarding) as instructed by our accounts team.

2.3 You may start using the Platform as soon as we give you access to it. You can continue to use the Platform for the Licence Period.

2.4 Other than as expressly stated otherwise in these Terms of Use, you acknowledge that it is your sole responsibility to determine that the Platform meets your business requirements and, to the fullest extent permissible by law and without limitation, we give no warranties that the Platform will be fit for purpose, of satisfactory quality, uninterrupted or error free save where expressly set out in the Agreement.

3 Price and Payment

3.1 In order to access the Platform you are required to pay the Licence Fee (if applicable) as detailed in the Commercial Terms or Quote. All fees are payable either within 30 days of the date of invoice or by calendar month or such other period agreed by us in the Commercial Terms.

3.2 Failure to pay fees when due shall be a material breach of these Terms of Use which entitles us to suspend or terminate (pursuant to Clause 10.3(1) of these Terms of Use). This, in turn, will affect your access to the Platform. Fees remain chargeable at our standard rates during the suspension. If we terminate these Terms of Use for your material breach, we will require you to pay, without delay, all fees and costs accruing before the termination date, and any other amounts you owe us under these Terms of Use.

3.3 If you fail to pay any amount due under these Terms of Use, we may charge you interest on the overdue amount, payable by you on demand, from the due date up to the date of actual payment, after as well as before judgment, at the rate of 4% per annum above the base rate for the time being of the Bank of England. Such interest shall accrue on a daily basis and be compounded quarterly.

3.4 All overcharges or billing disputes must be reported within 90 days of date of invoice. Failure to do so will mean you have accepted our invoice.

4 Warranties

4.1 You warrant, represent and undertake you shall:

4.1.1 comply with all laws, regulations, regulatory policies, guidelines or industry codes (and shall be responsible for obtaining all licences, clearances and consents) which apply to your use of the Platform, and acknowledge that we are merely a provider of access to the Platform and accept no responsibility for your use thereof or compliance with applicable law or regulation (other than to the extent we are required by applicable statutory law);

4.1.2 not use the Platform for any unlawful purposes and/or introduce any offensive, defamatory, illegal, infringing and/or obscene material via the Platform; and

4.1.3 not do, or omit to do, anything which disparages, defames or puts into disrepute us, our trade marks/trading names, goodwill and/or the Platform.

4.2 Subject to the remaining provisions in this Clause, we warrant that:

4.2.1 subject to completion of the On-Boarding the Platform will perform as provided, additional functionality or performance enhancements can be requested, but may be subject to additional costs.

4.2.2 the Platform shall not infringe any third party's intellectual property rights (save that we shall have no liability in respect of content to the extent that such content is a reproduction or adaptation of content supplied by you notwithstanding any other term of these Terms of Use);

4.2.3 we have the authority and right to license all rights to and in the Platform as set out in these Terms of Use.

4.3 The warranties in Clause 4.2 do not cover or apply to failures or shortcomings in the provision of the Platform caused by, arising out of or due to:

4.3.1 your connection to the Internet;

4.3.2 patents of which we are not aware; or

4.3.3 accident, abuse or use of the Platform in a manner inconsistent with these Terms of Use or resulting from events beyond our reasonable control.

4.4 We shall have no liability under this Agreement for any breach of this Agreement, if any claim relates to:

4.4.1 a modification of the Platform, or use of the Platform in combination with any Third Party Software or data, by you or your agents; or

4.4.2 your use of the Platform or functionality of the platform ; or

4.4.3 your use of the Platform after notice of an alleged or actual infringement has been given to you by us or by any appropriate authority; or

4.4.4 where a claim for infringement arises directly in respect of a feature which was specified by you or on your behalf.

4.5 We will use reasonable endeavours to maintain the Platform free of viruses but we do not warrant or represent that no viruses or other contaminating or destructive materials or elements will be transmitted to you or that your computer system will not be damaged or that defects will be corrected. Accordingly, we recommend that you have your own local anti-virus, anti-spam and anti-spyware programs, that they are of good quality and that they are kept up to date. You are therefore advised to implement and operate your own commercially reasonable and up-do-date virus prevention precautions and measures when accessing the Platform.

4.6 We do not warrant that the Platform will be uninterrupted, error-free or entirely secure.

5 Liability and Insurance

5.1 This clause 5 sets out our entire financial liability (including any liability for the acts or omissions of our employees, agents and sub-contractors) to you in respect of:

5.1.1 any breach of the Agreement; and

5.1.2 any representation, statement or tortious act or omission (including negligence) arising under or in connection with these Terms of Use.

5.2 Except as expressly and specifically provided in these Terms of Use, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Agreement.

5.3 Nothing in this Agreement excludes our liability:

5.3.1 for death or personal injury caused by our negligence; or

5.3.2 for fraud or fraudulent misrepresentation; or

5.3.3 any other liability which cannot be excluded by law.

5.4 In claiming against us for any such losses you are expected to avoid losses occurring and take reasonable precautions to avoid loss (such as contacting us promptly upon becoming aware of an issue).

5.5 Our total aggregate liability arising under or in connection with this Agreement or otherwise (whether in contract, tort, including negligence or otherwise, or for breach of statutory duty), whether foreseeable or not will not exceed a sum equal to 100% of the amount actually paid by you to us in connection with the provision of the Platform to you in the 12-month period preceding the date upon which the claim arose.

5.6 We will not be liable under this Agreement for:

5.6.1 use not consistent with our applicable description of the Platform in question; or

5.6.2 indirect, special or consequential losses or loss of profits, revenue, goodwill, reputation,

wasted management time or anticipated savings.

5.7 In the event of any breach of the warranties we give in Clause 4.2 your exclusive remedy and our only obligation and liability to you shall be as set out in Clause 5.5.

5.8 If our performance of our obligations under this Agreement is prevented or delayed by any act or omission of you, your agents, subcontractors, consultants or employees, or End Users we shall not be liable for any costs, liabilities, charges or losses sustained or incurred by you that arise directly or indirectly from such prevention or delay.

6 Confidentiality and Publicity

6.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under this Agreement. A party's Confidential Information shall be deemed not to include information that:

6.1.1 is or becomes publicly known other than through any act or omission of the receiving party; or

6.1.2 was in the other party's lawful possession before the disclosure without obligation of confidentiality; or

6.1.3 is lawfully disclosed to the receiving party by a Third Party without restriction on disclosure; or

6.1.4 is independently developed by the receiving party without reference to the Confidential Information and which independent development can be shown by written evidence; or

6.1.5 is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.

6.2 Each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any Third Party, or use the other's Confidential Information for any purpose other than for the purposes of the Agreement.

6.3 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, sub-contractors or agents in violation of these Terms of Use or used for any purpose other than the performance of its obligations hereunder, and shall co-operate with the other to help regain control of the Confidential Information if it is lost, and prevent further unauthorised use or disclosure of it.

6.4 Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any Third Party without the participation and/or knowledge of a party hereto.

6.5 You agree that we may (a) issue press releases regarding your selecting us as a provider of the Platform and, for this purpose, may include your logo and/or name in any such releases and/or on our website; (b) include details of your use of the Platform as a case study and/or client reference when marketing to other clients and prospects and for participating in trade industry events or awards.

7 Client Data, Data Protection and Information Security

7.1 You shall own all rights, title and interest in and to all of the Client Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of it.

7.2 You and we shall comply with our respective obligations in respect of Client Data and the processing of personal data, as set out in Schedule 2.

7.3 We shall use all our reasonable commercial endeavours to safeguard Client Data from unauthorised or unlawful processing, or accidental loss, destruction or damage by complying with our own internal information security policies and with such of your security policies as are mutually agreed in writing.

8 Intellectual Property Rights

8.1 We grant to you a personal, non-exclusive, non-transferable right to access and use the Platform subject to the terms of these Terms of Use, and, where applicable our Minimum EULA Requirements (if any). You may not use the Platform for any other purpose without our prior written consent and you acknowledge that additional fees may be payable on any change of use approved by us.

8.2 The Platform is provided subject to the following:

8.2.1 you undertake you shall not (and shall not permit any End User or Third Party to) copy, adapt, reverse engineer, decompile, disassemble, modify, adapt or make error corrections

to the Platform in whole or in part, except to the extent permitted by law or with our prior written consent.

8.2.2 payment of the fees.

8.3 We and/or our licensors own all intellectual property rights in and to the Platform. Except as expressly stated herein, these Terms of Use do not grant you any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, designs, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Platform or any related documentation.

8.4 You, the relevant third party licensor or, where applicable, End Users, own all intellectual property rights in and to the Client Data (your app content). Except as expressly stated herein, these Terms of Use do not grant us any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Client Data and all such rights are expressly reserved to you (or the applicable End User). You grant us a non-exclusive, royalty-free licence to use the Client Data for the purposes of providing the Platform.

9 Indemnity

9.1 You shall defend, indemnify and hold us, our directors and employees harmless against claims, actions, proceedings, losses, liabilities, damages, expenses and costs (including, without limitation, court costs and reasonable legal fees) arising out of or in connection with: (a) your use (or that of your End Users) of the Platform; (b) claims from a third party that the Client Data infringes the intellectual property rights or other rights of a third party; (c) any breach of your warranties or representations under these Terms of Use; and/or (d) any breach by you of applicable data protection, consumer protection, employment or other law or regulation.

10 Term and Termination

10.1 The Agreement will come into effect on the Commencement Date, subject to clause 3.1, and shall remain in effect for the Licence Period specified in the Order ("Initial Term") and shall automatically renew for a period equal to the Initial Term upon the expiry of any Subscription Period (where each of the Initial Period and any such renewal period shall constitute a "Subscription Period") at the fee as are agreed in the Commercial Terms in respect of renewal periods unless and until terminated in accordance with its terms.

10.2 Unless agreed otherwise in writing between you and us (for example where an alternative "Notice Period" is agreed in the Commercial Terms), the Agreement may be terminated for convenience by either party giving notice at least 30 days prior to the expiry of any Subscription Period, provided that such notice shall not expire earlier than the expiry of the then current Subscription Period and, unless agreed otherwise in writing between the parties..

10.3 Notwithstanding anything else contained in these Terms of Use, we may terminate (or, at our option, suspend) the Agreement or part thereof:

10.3.1 immediately on giving notice in writing to you if you fail to pay any sum due under the Agreement (otherwise than as a consequence of any default on our part) and such sum remains unpaid for 14 days after written notice from us requiring such sum to be paid;

10.3.2 immediately on giving notice in writing to you if you are in material breach of any term of the Agreement (other than any failure by you to make any payment hereunder, in which event the provisions of Clause 10.3(1) shall apply) and, in the case of a breach capable of being remedied, shall have failed to have remedied, within 30 days of receiving notice requiring you to do so.

10.4 Notwithstanding the above, we may suspend access to any part of the Platform immediately without notice if: (a) you are in breach of this Agreement; (b) your use of the Platform has or is likely to have an adverse impact on us, our clients, or any other third party. Suspension in accordance with the foregoing shall not relieve you of any of your liabilities or obligations under this Agreement.

10.5 Without prejudice to any other rights or remedies which the parties may have, either party may terminate the Agreement without liability to the other immediately on giving written notice to the other if:

10.5.1 the other party commits a material or persistent breach of any of its obligations under these Terms of Use and (in the case of a breach capable of being remedied) does not remedy such breach within 30 days of receiving from the other party written notice of the breach and a request to remedy the breach; or

10.5.2 the other party suspends, or threatens to suspend, payment of its debts, is unable to pay its debts as they fall due, admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being a natural person) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268

of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply; or

10.5.3 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; or

10.5.4 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 clauses 10.5.1 to 10.5.3 (inclusive)

11 Variations

11.1 Subject to clause 11.2, we may revise and amend these Terms of Use from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in the options available in relation to the Platform, changes in relevant laws and regulatory requirements, changes in our capabilities and changes in what we are able to obtain from our Third Party licensors, contractors and other suppliers.

11.2 We may amend these Terms of Use from time to time but only to the extent reasonably necessary to comply with any requirement under or change of applicable law or any regulatory requirements affecting rights and/or obligations arising from or connected with these Terms of Use, and after giving to you as much as advance written notice as reasonably possible of such amendment and the date upon which it is to be effective. If such amendment materially prejudices your interests under these Terms of Use, you may notify us that you wish to terminate these Terms of Use, and such termination shall be effective on the date upon which such amendment to these Terms of Use would otherwise be effective between you and us, unless we notify you before that date that such amendment shall not be effective between you and us.

11.3 In addition, you acknowledge that from time to time during the Term we may apply upgrades to the Platform, and that such upgrades may, subject to Clause 11.4, result in changes to the appearance and/or functionality of the Platform.

11.4 New functionality, features, performance modifications, bugs and other app/platform work you request will be subject to acceptance of a quote, and will be invoiced separately from the platform licence fee. You shall not be subject to any additional charges arising out of the application of the upgrade, save where:

(a) the upgrade introduces new functionality to the Platform;

(b) you are given the opportunity whether or not to accept such new functionality and any additional charges associated with such functionality (after, if applicable, any free trial period);

(c) any decision by you not to pay the charges for the new functionality will not prejudice your access to and use of the rest of the Platform; and/or

(d) You exceed any agreed data usage or number of permitted users as agreed n the Commercial Terms of use

12 General

12.1 You may not assign or sub-contract the Agreement or any rights and obligations thereunder without our prior written consent.

12.2 Notices

Except as set out in the Commercial terms:

12.2.3Any notice under the Agreement must be in writing and must be delivered by hand or sent by recorded delivery to the address specified in the Commercial Terms, or by email to the email address notified by a party for such purposes or to such other address as may have been notified by a party for such purposes.
12.2.4A notice delivered by hand or by recorded delivery will be deemed to have been received when delivered (or if delivery is not in Business Hours, at 9am on the first Business Day following delivery). A notice sent by e-mail will be deemed to have been received when sent (or, if despatch is not in Business Hours, at 9am on the first Business Day following despatch), unless the sender receives a response to the effect that the e-mail has not been received or the recipient is not available.

12.3 No failure by either party to enforce any rights under the Agreement shall constitute a waiver of such right then or in the future. Any waiver must be in writing and signed by an authorised representative of the waiving party.

12.4 If for any reason a court of competent jurisdiction finds any provision of the Commercial Terms or these Terms of Use, or portion thereof, to be unenforceable, that provision will be enforced to the maximum extent permissible so as to give effect to the economic intent of the parties, and the remainder of these Terms of Use and the Commercial terms will continue in full force and effect.

12.5 A person who is not a party to the Agreement has no right or benefit under or to enforce the Agreement whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

12.6 These Terms of Use, including the Annexes constitute the sole and entire understanding of the parties in relation to the subject matter of the Agreement and supersede all previous agreements, representations and arrangements between the parties (either oral or written) with regard to the subject matter of the Agreement.

12.7 We are an independent contractor and neither we nor any of our personnel assigned to provide any services to you under this Agreement will be, or be deemed to be for any purpose, an employee or agent of yours.

13 Governing Law and Jurisdiction

These Terms of Use are governed by and construed according to the laws of England and Wales and the parties hereby submit to the exclusive jurisdiction of the courts of England and Wales in relation to any dispute arising therefrom, including both contractual and non-contractual disputes.

SCHEDULE 1 - GLOSSARY

In these Terms of Use, unless the context otherwise requires, the following expressions have the following meanings:

Business Day means any day (other than a Saturday or Sunday) on which banks are open for the conduct of normal banking business in the City of London;

Business Hours means 9.30am to 5.30pm local UK time, on a Business Day;

Client means you, a subscriber to the Platform;

Client Data means data supplied, input or uploaded by or provided under licence to you and/or End Users in using the Platform;

Confidential Information means any non-public information, know how, trade secrets or data in any form which is designated as being "proprietary", "confidential" or "secret" or could reasonably be understood by a reasonable person to be confidential. The term "Confidential Information" shall also include any information not publicly available concerning the products, services, finances or business of a party (and/or, if either party is bound to protect the confidentiality of any Third Party's information, of a Third Party);

End User means those end users who are authorised by you to access and use the Platform in accordance with these Terms of Use;

Minimum EULA Requirements: those terms which we may require you to include within the end user licence agreement between you and your End Users, as notified to you in writing by us and amended from time to time;

Term means the duration the Agreement is in force in accordance with its terms;

Third Party means any legal person other than you and us;

Third Party Software means any software, material or applications provided as part of the Platform, the intellectual property rights in which are owned by a party other than us.

SCHEDULE 2 – DATA PROCESSING OBLIGATIONS

1. If we process personal data on your behalf in the course of supplying the Platform, the parties' record their intention that you shall be the data controller and we shall be a data processor.

2. Where we collect personal data from you or on your behalf, you shall clearly inform the data subjects to whom personal data relates of such collection, provide them with a prominent link to our privacy policy and secure and maintain all consents, permissions and licenses required for us to lawfully: (i) transfer Client Data to or from us, and (ii) process Client Data in accordance with our privacy policy as amended from time to time.

3. For the purpose of this addendum "Data Protection Laws" means UK Data Protection Laws and (for so long as and to the extent that the law of the European Union has legal effect in the UK) the General Data Protection Regulation ((EU) 2016/679) (GDPR) and any other directly applicable European Union regulation relating to privacy; and "UK Data Protection Laws" means any data protection legislation from time to time in force in the UK including the Data Protection Act 2018 or any successor legislation.

4. You will comply with your obligations under Data Protection Laws and references in this addendum to "data processor", "data controller", "subprocessor", "supervisory authority" and "personal data" shall have the meanings defined in the Data Protection Laws.

5. You instruct us to process personal data as reasonably necessary for the provision of the Platform. In particular, you instruct us to process the following data:

Subject matter and duration of the Processing of Personal Data:	The Client Data (and any personal data included therein) will be processed during the term of this Agreement.
The nature and purpose of the Processing of Personal Data:	This personal data will be processed for the purpose of and to the extent necessary for us to make available the Platform requested by you.
The types of Personal Data to be Processed:	All personal data supplied by you or on your behalf to us in connection with your use of the Platform.
The obligations and rights of data controller:	The obligations and rights of the data controller (you) are set out in this Agreement.

6. In relation to any Client Data processed in connection with the performance by us of the Platform, to the extent we are a data processor, we shall:

6.1 only process Client Data on your documented instructions, including in respect to transfers of Client Data to a country outside of the European Economic Area (EEA), unless processing is required by applicable laws in which case we shall, to the extent permitted by applicable law, inform you of that legal requirement prior to the relevant processing of the Client Data;

6.2 take reasonable steps to ensure the reliability of staff who have access to Client Data, ensuring all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality;

6.3 taking into account the nature, scope, context and purpose of the processing, implement appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR in order to protect against unauthorised or unlawful processing of any Client Data, or any accidental loss, destruction or damage of such data;

6.4 taking into account the nature of the processing and the information available to us, we shall, to a reasonable extent, assist you: (i) by implementing appropriate technical and organisational measures for the fulfilment of your obligations to respond to requests to exercise data subject rights under the Data Protection Laws, and in particular Chapter III of GDPR, as set out at clause 10 below, and (ii) in ensuring compliance with your obligations pursuant to Articles 32 to 36 of GDPR;

6.5 (to the extent permitted by law) notify you without undue delay on becoming aware of a Personal Data Breach (as defined in the Data Protection Laws) relating to the Client Data.

7. We shall make available to you information reasonably necessary to demonstrate compliance with the obligations laid down in this addendum, and allow for and contribute to audits (at your cost), conducted by you or an auditor designated by you. We will maintain a record of any processing of Client Data pursuant to Article 30(2) of GDPR.

8. You hereby grant a general authorisation to us to engage subprocessors. We shall inform you of any intended changes concerning the addition or replacement of subprocessors. We shall ensure that the arrangement between us and subprocessors is governed by a written agreement, including, to the extent required by applicable Data Protection Laws: terms which offer an

equivalent level of protection for Client Data as those set out in this addendum; and terms which meet the requirements of Article 28(3) of the GDPR.

9. Taking into account the nature of the processing, we shall assist you by implementing appropriate and commercially reasonable technical and organisational measures for the fulfilment of your obligations to respond to requests to exercise data subject rights under the Data Protection Laws.

10. Our obligation pursuant to clause 9 above shall include assisting you (at your expense), upon your documented instruction, without undue delay to respond to a data subject's request to exercise their rights: of access; of rectification; of erasure; of data portability; to object to processing; to restriction of processing; and not to be subject to automated individual decision making; in each case as set out at Chapter III of the GDPR.

11. we shall:

11.1 notify you within 3 (three) business days if we or any subprocessor receives a request from a data subject under any Data Protection Law in respect of Client Data unless the data subject has forbidden the notification in which case we shall inform the data subject that we are only able to respond to such request on your instruction; and

11.2 ensure that neither us nor any subprocessor responds to that request except on your documented instructions or as required by applicable law.

12. You shall indemnify us and keep us indemnified against all costs, damages, expenses (including reasonable legal expenses) incurred by us arising out of your or any of your users' breach of this addendum, or applicable law (including Data Protection Laws).

13. You acknowledge that we are reliant on you for direction as to the extent to which we are entitled to use and process any personal data supplied by you or on your behalf. Consequently, we shall not be liable for any claim brought by a data subject arising from any action or omission to the extent that such action or omission resulted from your instructions.