

Standard Terms and Conditions of Sale

1. Interpretation

1.1 Contract Formation; Third-Party/Tungsten Terms/DocuWare Terms/Recarta Terms

- (a) These Conditions shall form the basis of the contract between the Company and the Customer in relation to the sale of Goods and/or Services, together with any applicable Third Party Terms and Conditions.
- (b) If:
 - (i) a product or service of Tungsten Automotion is purchased, the Customer acknowledges and agrees that the Tungsten Terms shall also apply;
 - (ii) a product or service of DocuWare GmbH is purchased, the Customer acknowledges and agrees that the DocuWare Terms shall also apply; and
 - (iii) a product or service of Recarta IT is purchased, the Customer acknowledges and agrees that the Recarta Terms shall also apply.
- (c) Any Third Party Terms and Conditions (but excluding any Tungsten Terms, DocuWare Terms or Recarta Terms) shall apply only where expressly referenced in the relevant Order. Where such Third Party Terms and Conditions are expressly referenced, the Customer agrees to comply with them.

1.2 Definitions

Background IP means, in relation to a party, all Intellectual Property Rights owned by or licensed to that party prior to the date of the contract between the Company and the Customer in relation to the sale of Goods and/or Services under these Conditions and the applicable Order, or developed independently of the Services, including any improvements or derivatives thereof, and which are not created specifically for the other party under such contract.

Ballpark Estimate means an indicative, non-binding estimate of costs provided by the Company for guidance only and which does not constitute a fixed price or commitment to deliver.

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

Call-Off Estimate means a written estimate issued by the Company for a specific Call-Off Project setting out the scope, timing and charges for that task.

Call-Off Project means a discrete task or piece of work undertaken under a broader engagement and approved by the Customer pursuant to a Call-Off Estimate.

Company means Cobwebb Communications Ltd, a company incorporated in England and Wales with company registration number 02029183 and registered address 134 High Street, Tonbridge, Kent, TN9 1NS.

Company Materials means materials, equipment, documents and other property owned by or licenced to the Company and provided to the Customer in connection with the Goods and/or Services.

Conditions means these business to business terms and conditions for the supply of Goods and/or Services and any special terms and conditions agreed in writing by the Company and the Customer as supplemented or varied by any Order and any special terms and conditions agreed in writing by the Company and the Customer.

Confidential Information means any information of a confidential nature relating to a party, including information relating to its business, affairs, customers, clients, suppliers, plans, operations, processes, product information, know-how, designs, trade secrets or software, whether disclosed orally or in writing, and whether or not marked as confidential.

Customer means the person or entity who buys or agrees to buy the Goods and/or Services from the Company.

Customer Default means any act or omission of the Customer, or failure by the Customer to perform any of its obligations under these Conditions, which prevents or delays the Company's performance of the Services.

Data Protection Laws means all applicable data protection and privacy legislation in force from time to time in the United Kingdom including the UK GDPR, the Data Protection Act 2018, any legislation which replaces, extends or re-enacts the same, and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the processing of personal data and the protection of privacy in electronic communications).

Deliverables means all items, materials, work products, configurations, integrations, documents, software components (excluding the Company's pre-existing materials), reports, specifications, mappings, workflows, training materials, and any other outputs to be provided or made available



by the Company to the Customer under the applicable Order, whether in electronic or tangible form, and including any updates, revisions or replacements of the same.

DocuWare Terms means any end user licence agreement, subscription terms of service or other terms issued by DocuWare GmbH governing the use of its products or services.

Expenses means costs related to transportation, lodging, meals and other incidentals reasonably incurred by the Company's employees and personnel when attending the Customers premises or otherwise in connection with the performance of the Services.

Fixed Price Basis means a pricing basis where the Services are provided for a fixed price as set out in the applicable Order, subject to any agreed change request.

Force Majeure Event means any event, circumstance or cause beyond a party's reasonable control which prevents or materially delays the performance of its obligations, including (without limitation) acts of God, flood, fire, pandemic, industrial disputes, failure of utilities or telecommunications networks, war, civil commotion, riot, terrorist attack, embargo, or any law or action taken by a government or public authority, or failure of third party suppliers (excluding failures caused by the affected party's failure to properly select or manage such suppliers) but excluding any failure caused by lack of funds, labour shortages, or failure of internal resources, except where directly caused by a Force Majeure Event.

Goods means any equipment, software or any other items supplied by the Company, as set out in any applicable Order, including any Third Party Materials.

Intellectual Property Rights means patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered anywhere in the world and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Order means the Customer's order for the supply of Goods and/or Services, including any Statement of Work or Services Estimate accepted by the Customer, as set out in the Customer's purchase order form, where accepted in writing by the Company, or the Customer's written acceptance of a Quotation, as the case may be.

Price means the price for the Goods and/or Services, including any Statement of Work or Services Estimate accepted by the Customer, excluding VAT, any carriage, packaging and insurance costs and any Expenses.

Recarta Terms means any end user licence agreement, subscription terms of service or other terms issued by Recarta IT governing the use of its products or services.

Services means the professional services supplied by the Company to the Customer, as set out in any applicable Order.

Services Estimate means a written estimate issued by the Company describing the proposed Services, scope, assumptions, timing and charges.

Services Start Date means the day on which the Company is to start provision of the Services, as set out in the respective Statement of Work.

Software Maintenance and Support means the maintenance and Software and Support Services provided by the Company in relation to software, as further described in these Conditions and any applicable Order.

Statement of Work or **SOW** means a document agreed between the parties which describes the Services, Deliverables, scope, assumptions, timelines, dependencies and any specific terms applicable to the Services.

T&M Basis means a time and materials pricing basis where the Services are charged based on the time spent and materials used, at the Company's applicable rates.

Third Party Materials means third party goods or services provided separately or incorporated in Goods and/or Services provided by the Company.

Third Party Terms and Conditions means any licence agreements, terms of use, terms of service, privacy policies, cookie policies, end user agreements, subscription terms and any other conditions established by third parties governing access to, or use of, Third Party Materials which shall apply only where expressly referenced in any applicable Order.

Tungsten Terms means any end user licence agreement, subscription terms of service or other terms issued by Tungsten Automation governing the use of its products or services.

Quotation means the Company's written quotation, proposal, change request or maintenance but excludes any Statement of Work unless expressly stated.

UAT means user acceptance testing carried out by the Customer to confirm that the Services, Deliverables or Goods meet the agreed requirements.

VAT means value added tax in the United Kingdom or any equivalent tax chargeable in any relevant jurisdiction.

Warranty Period means the warranty period specified in Clause 7.1 or as otherwise stated in the applicable Statement of Work, Services Estimate or Order.

1.3 Interpretation:

- (a) a reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted from time to time. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision;
- (b) Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;
- (c) any phrase introduced by the terms **including, include**, or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms;
- (d) a reference to **writing** or **written** includes emails;
- (e) a reference to a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- (f) a reference to a **party** includes its successors and permitted assigns; and
- (g) a reference to a **Clause** is to a clause of these Conditions unless otherwise stated.

2. Conditions

2.1 These Conditions shall form the basis of the contract between the Company and the Customer in relation to the sale of Goods and/or Services. Any Third Party Terms and Conditions shall apply only where expressly referenced in the applicable Order (but excluding any Tungsten Terms, DocuWare Terms or Recarta Terms). Where such Third Party Terms and Conditions are expressly referenced, the Customer agrees to comply with them.

2.2 All other terms and conditions, including the Customer's standard conditions of purchase or any other conditions which the Customer may purport to apply under any purchase order or confirmation of order or any other document, are excluded to the fullest extent permitted by law.

No terms or conditions endorsed upon, delivered with or contained in any document of the Customer shall form part of the contract unless expressly agreed in writing by the Company.

- 2.3 All orders for Goods and/or Services shall be deemed to be an offer by the Customer to purchase such Goods and/or Services from the Company pursuant to these Conditions and shall only be accepted when the Company confirms acceptance in writing or commences performance of the Services (whichever occurs first).
- 2.4 Acceptance by the Customer of an Order or acceptance of delivery by the Customer of the Goods or commencement of the Services shall be deemed to be conclusive evidence of the Customer's acceptance of these Conditions. The Customer shall be deemed to have accepted these Conditions upon the earlier of (a) written acceptance of an Order, (b) acceptance of delivery of any Goods, or (c) commencement of the Services
- 2.5 These Conditions may not be varied except with the written agreement of the Company and the Customer by an Order expressly stated to vary these Conditions.

3. Quotations; Services Estimates; Call-Off Estimates; Ballpark Estimates; Customer Delay and Dormant Work

3.1 Each Quotation, Services Estimate, Call-Off Estimate and Ballpark Estimate shall remain valid for 30 days unless otherwise stated in writing and may be withdrawn or amended by the Company at any time prior to acceptance. The Services shall commence on the Services Start Date and shall continue, unless terminated earlier in accordance with these Conditions, until the Services are completed.

3.2 *Services Estimates*

- (a) Services Estimates include (where appropriate) development services, project management, technical control / coordination, technical system testing, support for Customer system testing, delivery of solution and Customer support and are indicative only unless incorporated into an Order. Any scope, Deliverables, assumptions and dependencies shall be as set out in the applicable Order. Any services not expressly included are excluded.
- (b) Services Estimates will be provided on a T&M Basis or a Fixed Price Basis unless otherwise identified on the Quotation and are subject to the scope, assumptions and dependencies set out in the applicable Order.
- (i) Where a Services Estimate is provided on a T&M Basis, the respective Services will be invoiced based on the number of actual hours worked at the Company's



applicable rates and the Company shall be entitled to invoice for all time reasonably spent in performing the Services.

- (ii) Where a Services Estimate is provided on a Fixed Price Basis, the respective Services will be invoiced at the quoted fixed price, regardless of the actual number of hours worked subject to the agreed scope, assumptions and dependencies and any changes to scope shall be subject to a change request and additional charges.
- (c) A breakdown of the Services to be provided will be included in the Order where applicable.

3.3 *Call-Off Estimates*

- (a) Each individual task to be undertaken under a Call-Off Project will be estimated and will require written Customer approval by email in advance and no work shall commence until such approval is received. The Company shall be entitled to rely on such approval as authority to proceed and to invoice accordingly. If required, a delivery date will be agreed in writing between the Company and the Customer.
- (b) Call-off Projects will be closed after 12 months from the date of Customer approval, and any unused time or budget shall lapse without refund unless otherwise agreed in writing.
- (c) A detailed breakdown of all time used can be provided on request.

3.4 *Ballpark Estimates*

- (a) Ballpark Estimates are provided purely as a guide and are indicative and non-binding and can be subject to as much as a +/- 30% variation and actual costs may vary materially depending on scope, assumptions and requirements. For a more accurate estimate a full (chargeable) technical analysis would need to be carried out, and a Services Estimate provided which shall supersede any Ballpark Estimate.

3.5 *Customer Delay and Dormant Work*

- (a) Where the Company is carrying out Services pursuant to *ad hoc* instructions (which shall include the applicable Services rates) agreed between the parties (including by email), the Customer shall provide any required feedback, approvals or instructions within a reasonable time. If the Customer fails to provide such feedback, approvals or instructions within 14 days of a request from the Company, the Company may charge for any additional time reasonably required to recommence or continue the Services, including time spent re-familiarising itself with the relevant work, at the applicable Services rates.



If the Customer fails to provide such feedback, approvals or instructions within 60 days of a request from the Company, the Company may, on written notice to the Customer:

- (i) treat the relevant Services as complete for the purposes of invoicing; and/or
- (ii) invoice for all time spent to date in respect of such Services at the applicable Services rates.

The Company shall not be responsible for any delay in performance of the Services to the extent caused by any such failure by the Customer.

4. Price

4.1 The Price shall be the price as set out in the applicable Order and is based on the agreed scope, assumptions and dependencies any changes to scope shall be subject to a change request and additional charges.

4.2 Expenses will be charged separately and shall be payable by the Customer provided that the Company shall use reasonable endeavours to obtain prior approval for any material Expenses:

- (a) travel and accommodation expenses will be charged at cost;
- (b) mileage will be charged in accordance with HM Revenue and Customs published rates in force at the relevant time; and
- (c) travel time will be charged @ 50% of the hourly rate. For United Kingdom site visits, a minimum of 4 hours will be charged for on-site services per visit.

5. Payment and Interest

5.1 Perpetual software licences and support will be invoiced at 100% on receipt of the applicable Order unless otherwise agreed in writing in the applicable Order.

5.2 Subscription licences will be invoiced according to the respective term as set out in the applicable Order:

- (a) 1 year fixed term subscription licences will be invoiced at 100% on receipt of the applicable Order unless otherwise agreed in writing and, if renewed, will be invoiced annually in advance of the renewal date.

- (b) For multi-year subscription licences, the first year will be invoiced at 100% on receipt of the applicable Order unless otherwise agreed in writing and subsequent years will be invoiced annually in advance of the renewal date and the Customer shall not be entitled to terminate the subscription during the agreed term without the Company's prior written consent.
- 5.3 Call-off Projects will be invoiced at 100% on receipt of the applicable Order or, where applicable, in accordance with the relevant Call-Off Estimate.
- 5.4 Services provided on a T&M Basis will be invoiced monthly for the work carried out in each respective month and all invoices shall be based on the time recorded by the Company.
- 5.5 Services provided on a Fixed Price Basis will be invoiced at 100% on receipt of the applicable Order subject to any applicable UAT. The Company standard UAT period is fifteen (15) days unless otherwise agreed in writing in the applicable Order.
- 5.6 Additional Services will be managed as a change request agreed in writing between the Company and the Customer and will be invoiced separately at the Company's applicable rates unless otherwise agreed. Change requests will be invoiced in accordance with the terms of the initial project or as otherwise agreed in writing at such time between the Company and the Customer and the Company shall have no obligation to perform any additional Services until such change request is agreed.
- 5.7 Payment of Goods and/or Services, together with VAT and any Expenses, shall be due within 30 days of the date of the Company's invoice. Time for payment shall be of the essence. All payments shall be made in full and in cleared funds to the bank account nominated by the Company.
- 5.8 Should any undisputed invoice not be paid, for whatever reason, by the due date, then without limiting the Company's remedies under Clause 17 and without prejudice to any other rights or remedies available to the Company:
 - (a) the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest shall accrue on a daily basis at a rate of 4% per annum above the Bank of England base rate from time to time, or (if higher) in accordance with the Late Payment of Commercial Debts (Interest) Act 1998;
 - (b) the Company may suspend all Services until payment has been made in full on written notice to the Customer; and
 - (c) the Customer agrees to allow the Company access to its premises to remove any supplied Goods as further set out in Clause 10 below and to allow the Company to render any supplied software inoperative to the extent permitted by law.

5.9 The Customer shall pay all undisputed and unpaid invoices in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

5.10 If the Company is obliged to consult its solicitors or other advisers over non-payment of any invoice, then such professional fees shall be payable by the Customer to the extent reasonably incurred and subject to the Late Payment of Commercial Debts (Interest) Act 1998.

6. Goods

6.1 Goods are as described in the respective Order.

6.2 Any samples, drawings, descriptive matter, or advertising produced by the Company and any descriptions or illustrations contained in the Company's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods described in them and shall not be relied upon as a representation or warranty. They shall not form part of these Conditions or have any contractual force.

6.3 The Company reserves the right to amend or change the specification of the Goods where required by any applicable statutory or regulatory requirements or where such changes do not materially affect the nature or quality of the Goods.

6.4 The initial term for software subscriptions or term licences commences on the date on which the applicable software is electronically made available by the Company or the respective third party provider, whichever is earlier, for a period of 1 year, unless otherwise stated in the applicable Order. Where a subscription or term licence is agreed for a multi-year period, the Customer agrees to pay for the initial 1 year and any subsequent years' invoices in accordance with the agreed payment terms. Should the Customer elect not to renew the license at the end of the agreed term, the Customer's licence and right to use the Software will cease. The Customer shall not be entitled to a refund of any pre-paid licence or subscription fees upon termination or non-renewal of a licence for any reason and regardless of the effective date of termination or non-renewal except where required by applicable law.

7. Warranties

7.1 The Company warrants that for a period of 15 days commencing from the start of any applicable UAT and 30 days commencing from the project go-live date, or as otherwise specified by the Company in writing in the respective Order (**Warranty Period**), the Goods shall subject to the Customer complying with its obligations under these Conditions:

- (a) conform in all material respects with their description;
- (b) be free from material defects in design, material and workmanship; and

- (c) be fit for any purpose held out by the Company.

7.2 Subject to Clause 7.3, if:

- (a) the Customer gives notice in writing to the Company during the Warranty Period that some or all of the Goods do not comply with the warranties set out in Clause 7.1 providing reasonable details of the alleged defect;
- (b) the Company is given a reasonable opportunity of examining such Goods; and
- (c) the Customer (if asked to do so by the Company) returns such Goods to the Company's place of business at the Customer's cost (subject to reimbursement by the Company if a defect is confirmed),

the Company shall, at its option, repair or replace any Goods that are found to be defective or refund the price of such defective Goods in full as the Customer's sole and exclusive remedy.

7.3 The Company shall not be liable for any failure to comply with the warranties set out in Clause 7.1 if:

- (a) the Customer makes any further use of such Goods after giving notice of defects in accordance with Clause 7.2; or
- (b) the defect arises because the Customer failed to follow the Company's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same; or
- (c) the Customer alters or repairs such Goods without the written consent of the Company; or
- (d) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
- (e) the Goods differ as a result of changes made to ensure they comply with applicable statutory or regulatory requirements; or
- (f) the defect arises from any Third Party Materials or third party software; or
- (g) the defect arises from any specification, materials or instructions provided by the Customer.

- 7.4 The Company's only liability to the Customer if any Goods fail to comply with the warranties set out in Clause 7.1 is as set out in this Clause 7 and the remedies set out in this Clause 7 shall be the Customer's sole and exclusive remedies in respect of any such failure.
- 7.5 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from these Conditions to the extent that the Goods are supplied in the course of a business-to-business transaction.
- 7.6 These Conditions shall apply to any repaired or replacement Goods supplied by the Company and any such repaired or replacement Goods shall be warranted for the remainder of the original Warranty Period only.
- 7.7 Errors reported during the Warranty Period will be corrected promptly within a reasonable time. Errors and modifications reported after the Warranty Period has expired can be covered by separate agreement between the Company and the Customer and will be subject to normal lead time considerations and the Company's applicable rates.

8. Delivery of Goods

- 8.1 Delivery of the Goods shall be made to the Customer's agreed address. The Customer shall make all arrangements necessary to take delivery of the Goods on the day notified by the Company for delivery and shall ensure that appropriate access, facilities and personnel are available for delivery.
- 8.2 The Company undertakes to use its reasonable endeavours to dispatch the Goods on an agreed delivery date but does not guarantee to do so. Time of delivery shall not be of the essence and any dates given are estimates only.
- 8.3 The Company shall not be liable to the Customer for any loss or damage whether arising directly or indirectly from the late delivery or short delivery of any Goods to the extent permitted by law. If short delivery does take place, the Customer may not reject the Goods but shall accept the Goods delivered as part performance of the respective contract, and a pro-rata adjustment to the Price shall be made as the Customer's sole remedy for such short delivery.
- 8.4 If the Customer fails to take delivery of the Goods on the agreed delivery date or, if no specific delivery date has been agreed, when the Goods are ready for dispatch, the Company shall be entitled to store and insure the Goods and to charge the Customer the reasonable costs of doing so and the Goods shall be deemed delivered for the purposes of risk and payment.

9. Acceptance of the Goods

- 9.1 The Customer shall be deemed to have accepted the Goods at the end of the Warranty Period unless the Customer has notified the Company of any defects in accordance with Clause 7.2.



9.2 The Customer shall carry out a thorough inspection of the Goods within the Warranty Period and give notice in writing to the Company as soon as reasonably practicable if applicable on discovering that some or all of the Goods do not comply with the warranty set out in Clause 7 above providing reasonable details of the defect, and if so the Customer must return the Goods to the Company at the Customer's cost (subject to reimbursement if a defect is confirmed) and the Company shall, at its option, repair or replace any Goods that are defective, or refund the price of such defective Goods, as further set out in Clause 7 above as the Customer's sole and exclusive remedy.

9.3 Where the Customer has accepted or has been deemed to have accepted the Goods, the Customer shall not be entitled to reject such Goods, and the Company shall have no further liability in respect of such Goods except as expressly set out in Clause 7.

10. Title and Risk

10.1 Risk in Goods shall pass to the Customer on completion of unloading the Goods at the agreed delivery location.

10.2 Title to Goods shall only pass to the Customer once the Company receives payment in full (in cash or cleared funds) for them including all amounts due in respect of the Goods and any other sums payable by the Customer to the Company.

10.3 Until title to the Goods has passed to the Customer, the Customer shall:

- (a) store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Company's property and clearly marked as such;
- (b) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
- (c) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery with a reputable insurer;
- (d) notify the Company immediately if it becomes subject to any of the events listed in 17.1(b); and
- (e) give the Company such information as the Company may reasonably require from time to time relating to:
 - (i) the Goods; and
 - (ii) the ongoing financial position of the Customer upon reasonable notice.



- 10.4 The Company may recover Goods in which title has not passed to the Customer at any time. The Customer irrevocably licenses the Company, its officers, employees and agents, to enter any premises of the Customer (including with vehicles), in order to satisfy itself that the Customer is complying with the obligations in Clause 10.3 above, and to recover any Goods in which property has not passed to the Customer provided that the Company shall give reasonable prior notice (except in cases of urgency) and shall use reasonable endeavours to minimise disruption.
- 10.5 The Company may at any time after delivery elect to transfer title in the Goods to the Customer, in which case the Customer shall immediately pay the Price to the Company.
- 10.6 The title and ownership rights to all software supplied by the Company shall remain with the Company or the relevant third party licensor. The Customer is the licensee of any supplied software and acknowledges that such software is protected by copyright and will be subject to Third Party Terms and Conditions that the Customer agrees to abide by where such Third Party Terms and Conditions are expressly referenced in the applicable Order.

11. Software Maintenance and Support

11.1 Software developed by the Company

- (a) Where applicable, support will commence from delivery of the licence or delivery of the project subject to any applicable UAT, whichever is sooner, or as otherwise specified in the applicable Order.
- (b) Software developed and supplied by the Company is sold with a minimum of 12 months Software Maintenance and Support unless specified otherwise in the applicable Order. A renewal will be issued at least 1 month prior to the Software Maintenance and Support end date and shall be subject to the Company's then current pricing. 100% payment for renewals is required in advance of the renewed Software Maintenance and Support start date. Details of Software Maintenance and Support is set out in Schedule 1 unless otherwise agreed in writing.
- (c) The Company Document Support Policy is set out in Schedule 2 as may be updated from time to time on reasonable notice to the Customer.
- (d) The Company will have no liability to the Customer for the Customer's cessation of Software Maintenance and Support, whether from the Customer's failure to renew Software Maintenance and Support by the due date, or otherwise, to the extent permitted by law.



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- (e) If the Customer elects to reinstate Software Maintenance and Support following expiration of the Software Maintenance and Support for whatever reason, the Customer will:
 - (i) pay a reinstatement fee equal to the sum of the current annual Software Maintenance and Support fees, any unpaid Software Maintenance and Support fees from the date of expiration to the date of reinstatement, and an amount equal to 1 additional year of Software Maintenance and Support fees for the new support period unless otherwise agreed in writing, and
 - (ii) apply all upgrades, enhancements and new releases to the respective software to bring such software to the latest standard where reasonably required by the Company.
- (f) Software Maintenance and Support pricing may increase for renewal terms on reasonable prior written notice by no more than the greater of (i) the percentage increase in the Consumer Prices Index (or any successor index) over the preceding 12 months and (ii) 2.5% per annum, calculated on a year-on-year basis, provided that the Company may apply a higher increase to the extent such increase is directly attributable to increases imposed on the Company by third party suppliers or licensors and provided that increases associated with additional software licence purchases, if any, will be incorporated into the base for the purpose of calculation of each annual increase. The Company may waive any renewal increases in its sole discretion.
- (g) The Customer should ensure they are operating a supported version of the provided software in accordance with the Company's Product Support Lifecycle Policy (as updated from time to time) which will be provided on request. The Product Support Lifecycle Policy is provided for informational purposes only and does not constitute a commitment by the Company to support any specific version for any minimum period unless expressly agreed in the applicable Order.

11.2 Subscriptions, Software as a Service (SaaS) and Term Licences

- (a) The initial term for subscription, term or SaaS licences commences on the date on which the respective software is electronically made available by the Company or the respective third party provider, whichever is earlier, for a period of 1 year, unless otherwise stated in the applicable Order.
- (b) Where a subscription, term or SaaS licence is agreed for a multi-year period, the Customer agrees to provide a purchase order for the full term of the support period (or otherwise commit to the full term in writing). Payment will be made on an annual basis, in advance, in accordance with the Company's payment terms. Should a Customer elect

not to renew the licence at the end of the agreed term, the Customer's licence and right to use the Software will cease and no refunds shall be due except as required by applicable law.

- (c) The Customer shall not be entitled to a refund of any prepaid licence or subscription fees upon termination or non-renewal of a licence for any reason and regardless of the effective date of termination or non-renewal except where required by applicable law.
- (d) If the Customer terminates the licence before the end of the agreed term all outstanding payments will still be due in accordance with the Company's payment terms, shall become immediately due and payable and the Company shall have no obligation to continue providing the Services following such termination.

11.3 *Third Party Software*

- (a) Software Maintenance and Support for third party software sold by the Company is governed by the software vendors respective End User Licensing Agreement (EULA) which are available upon request, and which shall apply only where expressly referenced in the applicable Order.
- (b) Subscriptions for third party software sold by the Company are governed by the software vendors Third Party Terms and Conditions which are available upon request, and which shall apply only where expressly referenced in the applicable Order.

11.4 *Investigation of Customer Issues*

- (a) The Company will investigate any issues reported by the Customer on a reasonable endeavours' basis. Where an issue is found to be out of the scope of warranty or support or the result of a Customer's fault or issue under the Customer's responsibility (such as ERP or VMS settings), the Company will be reimbursed for the time spent investigating at its standard Services rate provided that the Customer has been notified in advance where reasonably practicable.

12. Supply of Services

12.1 The Company agrees:

- (a) to provide the Services in accordance with any brief and deadline agreed with the Customer subject to the Customer complying with its obligations under these Conditions;

- (b) to manage and carry out the Services in an expert and diligent manner and to provide the Services to the best of its technical and creative skill and shall determine the way the Services are provided;
- (c) to the best of its ability, promptly and faithfully to meet any Deliverables and deadlines agreed with the Customer provided that such Deliverables and deadlines are dependent on the Customer meeting any agreed dependencies;
- (d) to use such suitably qualified and experienced personnel as it may from time to time deem appropriate;
- (e) to keep the Customer informed of progress on any Services and to produce written reports on the same from time to time when so requested by the Customer and while the Company retains discretion as to how the Services are performed, it shall comply with the Customer's reasonable requests; and
- (f) in performing its obligations under these conditions, the Company shall comply with all applicable laws, statutes, regulations and codes from time to time in force applicable to the provision of the Services provided that the Company shall not be liable under these Conditions if, as a result of such compliance, it is in breach of any of its obligations under these Conditions.

12.2 The Company is free to undertake and accept other engagements, except those which lead or might lead to any conflict of interest between the Company and the Customer but only where the Company is currently providing Goods and/or Services to the Customer provided that the Company shall use reasonable endeavours to avoid any actual conflict of interest and shall notify the Customer promptly if any such conflict arises.

12.3 The Company shall notify the Customer without undue delay upon becoming aware of any material incident or circumstance which has had, or is reasonably likely to have, a material adverse effect on the provision of the Services or the Company's ability to perform its obligations under these Conditions. Such notification shall include reasonable details of the nature of the incident, its anticipated impact on the Services, and the steps being taken by the Company to mitigate and resolve the issue. The Company shall use reasonable endeavours to minimise any disruption to the Services arising from such incident.

13. Customer's obligations

13.1 The Customer shall:

- (a) ensure that the terms of each Order are complete and accurate and reflect the agreed scope of Services;



- (b) co-operate with the Company in all matters relating to the Services in a timely manner;
- (c) provide the Company, its employees, agents, consultants and subcontractors, with access to the Customer's premises or systems as reasonably required by the Company to provide the Services and ensure such access is safe and compliant with applicable laws;
- (d) provide the Company with such information and materials as the Company may reasonably require to supply the Services, and ensure that such information is accurate in all material respects and provided in a timely manner;
- (e) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start and for their duration; and
- (f) keep and maintain all Company Materials at the Customer's premises in safe custody at its own risk, maintain the Company Materials in good condition until returned to the Company, and not dispose of or use the Company Materials other than in accordance with the Company's written instructions or authorisation and shall return such materials promptly on request.

13.2 If the Company's performance of any of its obligations in respect of the Services is prevented or delayed by any Customer Default:

- (a) the Company shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Customer remedies the Customer Default on written notice to the Customer, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays the Company's performance of any of its obligations to the Customer;
- (b) the Company shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Company's failure or delay performing any of its obligations as set out in this Clause 13.2 to the extent caused by the Customer Default; and
- (c) the Customer shall reimburse the Company on written demand for any costs or losses sustained or incurred by the Company arising directly or indirectly from any Customer Default to the extent reasonably incurred.

14. Confidentiality

14.1 The Company hereby agrees that during the course of its engagement under these Conditions, it is likely to obtain knowledge of Confidential Information and accordingly the Company hereby



undertakes to and covenants with the Customer that except as permitted by Clause 14.2 below, it shall not use the Confidential Information other than during the continuance of these Conditions and in connection with the sale of Goods and/or the provision of the Services except as necessary for the performance of its obligations under these Conditions and shall keep such Confidential Information confidential.

14.2 The Company may disclose Confidential Information:

- (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising its rights or carrying out its obligations under or in connection with these Conditions provided that such persons are subject to confidentiality obligations no less onerous than those set out in this Clause 14 but only where the Company shall ensure that its employees, officers, representatives or advisers to whom it discloses confidential information comply with this Clause 14; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

14.3 The restrictions set out in Clause 14 shall cease to apply to information or knowledge which comes into the public domain other than as a result of a breach of this Clause 14.

15. Intellectual Property Rights

15.1 All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by the Company subject to any third party rights and the Customer's rights in any materials provided by the Customer and, upon full payment of all amounts due, the Customer is granted a non-exclusive, non-transferable licence to use the Deliverables for its internal business purposes.

15.2 The Customer acknowledges that, in respect of any third party Intellectual Property Rights in the Services, the Customer's use of any such Intellectual Property Rights is conditional on the Company obtaining a written licence from the relevant licensor on such terms as will entitle the Company to license such rights to the Customer and subject to any applicable Third Party Terms and Conditions which shall apply only where expressly referenced in the applicable Statement of Work, Services Estimate or Order.

15.3 All Company Materials are the exclusive property of the Company and nothing in these Conditions shall operate to transfer any Intellectual Property Rights in such Company Materials to the Customer.

15.4 Each party retains ownership of all Intellectual Property Rights in its Background IP. Nothing in these Conditions transfers ownership of a party's Background IP to the other party.

16. Limitation of Liability

The Customer's attention is particularly drawn to this Clause 16.

- 16.1 Neither the Company nor the Customer may benefit from the limitations and exclusions set out in this Clause 16 in respect of any liability arising from its deliberate default or wilful misconduct.
- 16.2 Nothing in this Clause 16 shall limit the Customer's payment obligations under these Conditions including any obligation to pay the Price, Expenses or any other sums due.
- 16.3 Nothing in these Conditions shall limit or exclude the Company's liability for:
- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
 - (b) fraud or fraudulent misrepresentation; or
 - (c) any matter in respect of which it would be unlawful for the Company to exclude or restrict liability including any liability which cannot be limited or excluded under applicable law.
- 16.4 Subject to the remainder of this Clause 16, each party's total aggregate liability to the other shall in no circumstances exceed the total sums paid or payable by the Customer in the 12 months preceding the event giving rise to the claim (for the purposes of the Customer's liability, calculated by reference to the sums paid or payable under these Conditions in the same period), except that each party's total liability in respect of any breach of confidentiality, any breach of Data Protection Laws, and any indemnity given in respect of third party intellectual property rights shall not exceed the lesser of (i) £1,000,000 and (ii) the total sums paid or payable by the Customer in the 12 months preceding the event giving rise to the claim.
- 16.5 Subject to Clause 16.1, Clause 16.3 and Clause 16.4, this Clause 16.5 sets out the types of loss that are excluded, in each case whether direct or indirect:
- (a) loss of profits;
 - (b) loss of sales or business;
 - (c) loss of agreements or contracts;
 - (d) loss of anticipated savings;

- (e) loss of use or corruption of software, data or information;
- (f) loss of or damage to goodwill; and
- (g) indirect or consequential loss.

16.6 The terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from these Conditions to the extent that the Goods and/or Services are supplied in the course of a business-to-business transaction.

17. Termination

17.1 Without limiting its other rights or remedies, either party may terminate these Conditions with immediate effect by giving written notice to the other party if:

- (a) the other party commits a material breach of any term of these Conditions and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing to do so specifying the breach in reasonable detail;
- (b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;
- (c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- (d) the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this Agreement or these Conditions is in jeopardy.

17.2 The Customer may terminate the provision of Software and Support Services on written notice to the Company if the Company commits repeated material failures to meet the applicable service levels set out in then applicable Order provided that:

- (a) such failures occur in at least 2 consecutive calendar months or 3 months in any rolling three-month period;
- (b) the Customer has notified the Company in writing of each failure and allowed the Company a reasonable opportunity to remedy such failure; and



- (c) the failures are not caused by any Customer dependency, third party systems, or events outside the Company's reasonable control.

For the purposes of this Clause 17.2, a "material failure" means a failure to meet a key service level designated as "critical" or "high priority" in the applicable Order.

- 17.3 Where any Services, including Software and Support Services, are provided on a fixed term which automatically renews, either party may terminate such Services by giving not less than 3 months' written notice to expire at the end of the then-current term. In the absence of such notice, the Services shall automatically renew for successive periods of 12 months (or such other period as specified in the applicable Order on the same terms.
- 17.4 Without limiting its other rights or remedies, the Company may terminate these Conditions with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under these Conditions on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment specifying the amount due and the Company may suspend the Services during such period of default.

18. Consequences of Termination

- 18.1 Upon the expiration or termination of any contract under these Conditions for any reason, the Company shall deliver to the Customer or its authorised representative all its property, including all equipment, materials, tools, keys, swipe cards, computer hardware and/or software, books, documents, account records and any other papers which may be in its possession, custody or control and which are the property of the Customer or which otherwise relate in any way to the business or affairs of the Customer subject to any rights of retention required by law or for bona fide record-keeping purposes and no copies of the same or any part thereof shall be retained by the Company save where required by law or for insurance or professional record-keeping purposes. The Company shall (if required by the Customer) make a declaration that the whole of the provisions of this Clause 18 have been complied with.
- 18.2 The Customer shall immediately pay to the Company all of the Company's outstanding undisputed invoices and interest and, in respect of the Goods and/or Services supplied but for which no invoice has been submitted, the Company may submit an invoice, which shall be payable immediately on receipt.
- 18.3 The Customer shall, within 7 days, return all of the Company Materials at its own cost. If the Customer fails to do so, then the Company may enter the Customer's premises and take possession of the Company Materials on reasonable notice (except in cases of urgency). Until they have been returned or repossessed, the Customer shall be solely responsible for their safe keeping and shall be liable for any loss or damage.



- 18.4 Termination or expiry of these Conditions shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of these Conditions which existed at or before the date of termination or expiry or which arise thereafter in respect of any act or omission prior to such termination or expiry.
- 18.5 The termination of these Conditions howsoever occurring shall not affect the rights and liabilities of the parties already accrued at such time nor affect the continuance in force of such of its provisions as are expressed as or capable of having effect after such termination including (without limitation) those clauses relating to confidentiality, intellectual property, limitation of liability and payment.

19. Insurance

The Company warrants to the Customer that it will take out and maintain throughout the term of these Conditions, adequate public liability insurance coverage with a minimum £10,000,000 cover in respect of liabilities arising out of or in connection with these Conditions and the acts or omissions of its employees, agents and subcontractors, and shall maintain in force professional indemnity insurance with a minimum limit of indemnity of not less than £1,000,000 per claim, in each case with a reputable insurer and shall produce, at the request of the Customer, a copy of the insurance policy or policies and relevant renewal receipts for inspection by the Customer on reasonable notice.

20. Data Protection and Data Processing; Information Security

- 20.1 The Company will only use personal information in accordance with Data Protection Laws and its privacy policy which can be viewed here: https://www.cobwebb.co.uk/support_welcome/guarding-your-privacy/ and the parties shall comply with their respective obligations under Data Protection Laws and, where applicable, enter into a separate data processing agreement.
- 20.2 While the Company will take necessary precautions, no data transmission over the internet can be guaranteed as 100% secure and the Company shall not be liable for any loss arising from such transmission to the extent permitted by law.
- 20.3 The Company shall maintain appropriate and proportionate technical and organisational security measures designed to protect Customer Data against unauthorised or unlawful processing and against accidental loss, destruction or damage. Such measures shall be appropriate to the nature of the Services and the risks presented by the processing of Customer Data.



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21. General

- 21.1 **No Employment or Partnership:** The Company is an independent contractor and nothing in these Conditions shall render or be deemed to render the Company as an employee, worker or agent of the Customer and the Company shall not hold itself out as such and has no authority to bind the Customer. This Agreement does not create any mutuality of obligation between the Company and the Customer and neither party seeks to create or imply any mutuality of obligation between the parties during the performance of any engagement or during any notice period. The Customer is not obliged to offer work to the Company, nor is the Customer obliged to accept any work where it is offered.
- 21.2 **Sub-contractors:** The Company may appoint subcontractors in connection with the performance of its obligations under these Conditions. The Company shall remain responsible for the acts and omissions of its subcontractors as if they were its own. The Company shall notify the Customer in advance where it proposes to appoint a subcontractor who will have access to the Customer's systems or Customer Data. The Company shall ensure that any such subcontractor is subject to contractual obligations equivalent to those set out in these Conditions in respect of confidentiality and data protection.
- 21.3 **Notices/Communication.** Any notice or other communication given to either party under or in connection with these Conditions shall be in writing, addressed to that party at its registered office or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service, commercial courier, or e-mail. A notice or other communication shall be deemed to have been received as follows: if delivered personally, when left at the address stated in these Conditions or to such other address (being in the United Kingdom as the addressee may from time to time have notified for the purpose of this Clause 21.3); if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by e-mail, one Business Day after transmission provided that no delivery failure notification is received. The provisions of this Clause 21.3 shall not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or alternative dispute resolution proceedings.
- 21.4 **Entire Agreement.** These Conditions constitute the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter subject to any applicable Order. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement or these Conditions. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement or these Conditions. Each party agrees that it shall have no claim for



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innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement or these Conditions.

- 21.5 **Force Majeure.** Neither party shall be in breach of these Conditions nor liable for delay in performing, or failure to perform, any of its obligations under these Conditions if such delay or failure result from a Force Majeure Event provided that the affected party notifies the other party as soon as reasonably practicable and uses reasonable endeavours to mitigate the effect of the Force Majeure Event.
- 21.6 **Assignment and Other Dealings.** The Company may at any time assign, transfer, mortgage, charge, novate or otherwise deal in any other manner with all or any of its rights under this Agreement on not less than 30 days' prior written notice to the Customer, provided that such assignment, transfer or novation does not have a material adverse effect on the Customer. If the Customer reasonably considers that such assignment, transfer or novation would have a material adverse effect on it, and the parties are unable to agree a mutually acceptable solution within 30 days of such notice, the Customer may terminate the affected Services on written notice without liability for future charges in respect of such terminated Services. The Company may subcontract or delegate in any manner any or all of its obligations under this Agreement to any third party or agent without the need for further notice, subject to Clause 21.2. The Customer shall not, without the prior written consent of the Company, assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under these Conditions, such consent not to be unreasonably withheld or delayed.
- 21.7 **Survival of Causes of Action.** The termination of these Conditions howsoever occurring shall not affect the rights and liabilities of the parties already accrued at such time nor affect the continuance in force of such of its provisions as are expressed as or capable of having effect after such termination including (without limitation) those clauses relating to confidentiality, intellectual property, limitation of liability and payment.
- 21.8 **Severability:** If any provision or part-provision of these Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable and consistent with the original commercial intent of the parties. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these Conditions.
- 21.9 **Waiver.** No failure or delay by a party to exercise any right or remedy provided under these Conditions or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.



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- 21.10 **Variation.** No variation of these Conditions shall be effective unless it is in writing and signed by both parties (or their authorised representatives) or implemented via the applicable Order expressly stating to vary these Conditions. The Contracts (Rights of Third Parties) Act 1999 shall not apply to these Conditions, and no third party shall have any rights to enforce any term of these Conditions.
- 21.11 **Non-disparagement & Reputational Risk.** The Customer irrevocably agrees for the duration of these Conditions and thereafter, not to disparage or denigrate the Company in any manner that might be harmful to the Company's reputation or business interests provided that nothing in this Clause 21.11 shall prevent the Customer from making any statement required by law or regulation. This includes, but is not limited to, any form of public statement, whether made orally or in writing, on any social media platforms, or to any third-party, that is false or misleading. The parties further acknowledge that this Clause 21.11 is made in consideration of the Defamation Act 2013 of the United Kingdom and any subsequent amendments or re-enactments thereof. The Customer irrevocably agrees that the determination as to what is and/or amounts to a disparagement or denigration of the Company and/or what is harmful to the Company's reputation or business interests shall be determined objectively and shall be final and binding upon the parties. The parties acknowledge that this Clause 21.11 is a fundamental part of these Conditions, intended to protect the integrity, reputation, and business interests of the Company. Any breach of this Clause 21.11 shall entitle the Company to seek appropriate legal remedies, including but not limited to injunctive relief and damages, under applicable laws and regulations.
- 21.12 **Audit rights.** The Customer may, on reasonable prior written notice and no more than once in any 12 month period, request reasonable information to verify the Company's compliance with its obligations under these Conditions where required by applicable law or regulation. Any such review shall be limited to documentation reasonably relevant to the Services provided to the Customer and shall be conducted in a manner that minimises disruption to the Company's business. The Company may satisfy such request by providing written responses, certifications or relevant third-party audit reports. The Customer shall bear its own costs in connection with any such review.
- 21.13 **Business Continuity.** The Company shall maintain reasonable business continuity and disaster recovery plans designed to minimise disruption to the Services. The Company shall review and test such plans at reasonable intervals and update them as necessary to reflect changes in its operations and the Services. The Company shall, on reasonable written request, provide a high-level summary of its business continuity and disaster recovery arrangements.
- 21.14 **Exit assistance.** Upon termination or expiry of these Conditions for any reason, the Company shall, at the Customer's written request, provide reasonable assistance to facilitate an orderly transition of the Services to the Customer or a replacement supplier. Such assistance shall be provided for a period of up to 60 days following termination or expiry (unless otherwise agreed in writing) and shall be subject to the Company's standard rates and payment terms. The scope of such assistance



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shall be limited to the provision of reasonably requested information and cooperation relating to the Services and shall not require the Company to disclose any of its confidential information, proprietary tools, or intellectual property.

- 21.15 **Law and Jurisdiction.** These Conditions and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. 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 – Software Maintenance and Support

The service levels set out in this Schedule 1 shall apply to the Software and Support Services and shall be binding on the Company where expressly referenced in the applicable Order.

Any failure to meet such service levels shall be addressed in accordance with Clause 17 (Termination) and may give rise to the rights set out in that clause where the applicable thresholds are met.

Our standard support hours are Monday to Friday 9am-5.30pm GMT excluding public holidays in England. If you require out of hours support, please speak to a member of our team for further information which may be subject to additional charges.

The service levels detailed apply to Cobwebb Standard Maintenance, Cobwebb Document Support and Cobwebb Batch Class Support as specified in the applicable Statement of Work or Services Estimate and are targets only and not guarantees.

Service	Response Target	Notes
Initial Response	<ul style="list-style-type: none"> 1 hour response time for Severity 1 Incidents (target only). 2 hour response time for Severity 2 - Severity 4 Incidents (target only). No target for Severity 5 Incidents 	The customer will receive a manual response from Customer Support during support hours.
Subsequent Response	Within 1 working day (target only)	The customer will receive a response to any subsequent request, usually from the Customer support representative who initially responded during support hours.
Last Activity	Within 3 working days (target only)	Customer Support will comment on any ticket with a 'Last Activity' time greater than 3 working days, prompting for client action or updating the client during support hours.



Operational Fix	Within 1 calendar week (target only)	A workaround will be in place so that business can continue where reasonably practicable.
Permanent Fix	Next release	A solution will be provided that resolves the issue where reasonably practicable.

Response Target(s) are calculated as the difference between the time an incident is appropriately logged into the [Incident Management Portal](#) and the time of our first value-added communication during support hours. Value-added communication may include, without limitation, requests for additional information, the collection of error logs, findings from initial issue triage, timeline for the next step, or providing existing information from the documentation and excludes automated acknowledgements.

Incident Report Line

The Incident Report Line (+44 (0) 1732 447900) provides a means of reporting an incident to the Company during support hours and may be subject to availability and capacity constraints.

Please also see our [contact details](#).

Incident Management Portal

The [Cobwebb Incident Management Portal](#) is the organisational hub of Cobwebb Incident Management during support hours. All incidents are reported, managed and resolved here, irrespective of how they are reported, ensuring an organised, co-ordinated response subject to the Customer complying with the incident reporting procedures.

Contact Details

Incident Report Line: +44 (0) 1732 447900

Incident Management Portal: <https://www.cobwebb.co.uk/about/contact/>

User Guide: <https://www.cobwebb.co.uk/support/guide/index.html>

The Company may update these contact details from time to time on reasonable notice to the Customer.



APPENDIX

Definitions

Term	Meaning
Support	<p>Give assistance to</p> <p>Bear the weight of</p> <p>Be actively interested in and concerned for the success of</p> <p>The overall term for the Company's provision of maintenance and Software and Support Services to its customers</p>
Maintenance	<p>Keeping things going (maintain)</p> <p>Encompasses:</p> <ul style="list-style-type: none">● Incident Support● Upgrade assurance● Bug Fixes/ PTFs● Licence Migration● Temporary DR Licence● User guide● and any other maintenance services expressly agreed in the applicable Order



Incident	A specific maintenance issue Logged in the Incident Management Portal in accordance with the Company's incident reporting procedures
Education	Training, instruction, Cobwebb College or any other training services provided by or on behalf of the Company
Professional Services	Solutions development Using tools to implement bespoke solutions for our customers as may be described in the applicable Statement of Work or Services Estimate
Consulting	Providing expert advice Leveraging the knowledge and experience of Company experts to enhance our customer's business as may be described in the applicable Order

Security Levels

Severity Level	Description	Examples
1	Production System Down	Our customer's production system is inoperable, or a critical application failure has occurred, and business processes are halted as reasonably determined by the Company. There are no workarounds available.
2	High	A critical business process is impaired, causing a serious disruption of a major business function and is causing a serious impact on daily functions or processing, and there is no acceptable workaround as reasonably determined by the Company.



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3	Medium	A non-critical issue occurs with the system as reasonably determined by the Company. Our customer can run the Component System, and there is an acceptable workaround for the issue.
4	Low	An inquiry or low impact issue that does not require immediate attention as reasonably determined by the Company. This includes cosmetic issues on screens, errors in documentation, or a request regarding use of the Component System.
5	Suggestion for Enhancement	A suggestion is made for enhancing the system by adding new features or improving existing features as reasonably determined by the Company.

NB: The classification of Severity Levels shall be determined by the Company acting reasonably, taking into account the information provided by the Customer.

Escalation / Complaints

If at any time you are unsatisfied with the service you are receiving, it is essential you contact Customer Care (+44 (0)1732 447900) who can escalate an Incident or assign resources, as required, during support hours and the Company shall use reasonable endeavours to respond promptly.

Limits

Cobwebb is committed to supporting you and helping you to realise your potential.

Incident Support is focused exclusively on maintaining the stable operation of our customer's systems and excludes any services not expressly included in the applicable Statement of Work or Services Estimate. Reported issues outside of this scope will be forwarded to Cobwebb College or Cobwebb Professional Services, as appropriate, although the Incident Support Manager may, at their sole discretion, spend up to fifteen (15) minutes investigating and any additional work shall be chargeable at the Company's applicable rates.

Without limitation, out of scope applies to the following areas (unless otherwise expressly agreed in the applicable Statement of Work or Services Estimate):

- Implementation setup – any implementation issue such as business flow processes, configurations or installation of 3rd party components such as databases and operating system (OS), benchmarking, training of users, etc.
- Application optimisation – assistance in analysing, testing, or improving the performance of the System.
- Hardware/operating system – any incident regarding assistance with the hardware configuration, operating system tuning, or database administration tasks.
- Modified objects (custom software) – incident support is for the standard code set. However, this does not include analysing the code of module customisations. Customisation Software and Support Services are generally available through Professional Services.
- Data correction – incidents related to data corrections or corruptions that are not caused by the malfunction of the unmodified standard software.
- Test or Development Server – troubleshooting issues regarding software functionality when conducting a test on a test server or development server.
- Training – training and education are provided through Cobwebb College.



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If it is unclear whether the issue is a maintenance issue or whether it requires education or professional services, please follow the incident submission process and the Company shall determine the appropriate classification acting reasonably. The Incident Support Manager will work with you to determine the appropriate course of action and any services outside the scope of maintenance shall be chargeable at the Company's applicable rates.

Schedule 2 – Document Support Policy

Document Support

The Company provides the Customer with cover (**Document Support**) in the event of a document reformatting and distribution failure or error relating to the Cobwebb Document Management system as specified in the applicable Order. Cobwebb Document Support - Complete Document Services Outsource includes Template (.PPD File) Management and unlimited document modifications that may be required during the term of the Document Support (including exit programs, overlay modifications, layout changes, additional output devices, etc.) subject to the exclusions set out below. Document Support will be provided for the documents specified in the provided document support schedule at such time (**Document Support Schedule**).

Software

Applicable software is provided in accordance with the software maintenance schedule that exists between the Company and the Customer or as set out in the applicable Statement of Work or Services Estimate. Document Support is restricted to existing licensed modules and does not include any new software or modules unless expressly agreed.

Documents

In the event that a document specified in the Document Support Schedule fails to be output as per the submitted document designs, the Customer will inform the Company of the problem via the 'Incident Report Line' or 'Incident Management Portal' with the following information during support hours:

- details of the location of the associated spooled file data;
- name of the associated PPD file; and
- emailed example of the problem.

Should the Company find fault with the PPD file and are able to rectify the fault using means within these Document Support terms, the Company will correct the problem (within the bounds of the software capabilities) in accordance with the 'Incident Support Response Targets' and 'Severity Levels' detailed in the [Cobwebb Standard Maintenance Plan](#) acting with reasonable skill and care. Upon rectification of the fault, the Company will upload the corrected PPD file to the Customer's IBM i server for testing by the Customer or such other system as agreed. Once the PPD file has been tested and acceptance has been provided by the Customer, the Company will put live the test PPD file within a reasonable time.

Should a sample document be missing data, which could reasonably be expected to have appeared as part of the original sample document, the Company will endeavour to add the data to the printed document where reasonably practicable.

Exclusions

The following changes are excluded from Document Support and shall be chargeable at the Company's applicable rates. These services can be provided under Professional Services and will be subject to additional charges as agreed in writing:

- Creation of new document templates
- Creation of advance reformat documents
- Creation of new Exit Programs
- Creation of a new docstore (doctype)
- Additional output devices as a result of purchasing new Cobwebb modules
- Implementation of new logic that would compromise the functionality of the working document
- Change of document format/layout (eg. conversion from Landscape to Portrait)
- Addition of dynamic elements (eg. "smart HTML message bodies")
- Configuring of physical Output Devices (eg. printers)
- Configuring/troubleshooting email sending (eg. Office 365)

Support Period

Any incidents raised during the support period will be supported until resolution, if beyond the expiry date and Document Support is not renewed, provided that such incidents were validly raised prior to expiry. No new incidents will be supported if raised outside of a Document Support contract unless otherwise agreed in writing.