

1. Definitions

1.1 The following expressions shall have the meanings set out below:

“**Agreement**” means this EULA and associated Order Forms, Schedule(s) and Support Handbook;

“**Annual Licence and Support Fee(s)**” means the annual fee(s) payable by you to CONNECT IT for Support Services and use of the Software;

“**Business Day**” means the hours of 09.00 to 17.30 on a day other than a Saturday or Sunday or public or bank holiday in England;

“**CONNECT IT**” means Seeffin Construction Software Limited incorporated and registered in Ireland with company number 521548 whose registered office is at 49 Woodfield, Rathfarnham, Dublin 16 Ireland trading as CONNECT IT.

“**Distributed Third Party Software**” means the software of any third party licensor that is to be supplied as part of this Agreement but which is under a licence agreement directly between such third party licensor and you as set out in an Order Form;

“**Documentation**” means any documentation licensed by CONNECT IT to you hereunder, including such documentation as is: (a) authorised by CONNECT IT for general release to CONNECT IT licensees of the Software; and/or (b) provided to you under the Support Services, whether in printed, electronic, on-line, and/or other format;

“**Effective Date**” means the date shown on the Order Form;

“**EULA**” means these terms and conditions;

“**Initial Licence Fee(s)**” means the fee(s) payable by you to CONNECT IT for supply of Software and Documentation as set out in the Order Forms;

“**Initial Term**” means five (5) years;

“**Intellectual Property Rights or IPR**” means throughout the world all copyrights, database rights, design rights, trade marks, trade names, domain names, service marks, trade secrets, know-how, patents and other intellectual property rights (whether registered or unregistered) and whether now known or existing in the future in any part of the world and including all applications for the same and all, registrations and renewals thereof;

“**Number of Permitted Users**” means the maximum number of Users licensed to access and/or use the Software as stated in the Order Forms;

“**Order Form(s)**” means a written schedule of Software and Services purchased by you and signed by both parties which is subject to the provisions of this Agreement;

“**Payment Instalment(s)**” means any amount defined as such in an Order Form or Schedule;

“**Schedule(s)**” means a written schedule to this Agreement;

“**Serialisation Code**” means any number, sequence of numbers, computer program or code provided by us to you to be entered into the Software during its execution so as to enable your full and continuing use of the Software;

“**Services**” means any chargeable services provided to you by CONNECT IT;

“**Software**” means any and all CONNECT IT software version and modules as detailed in the Order Forms, Version Upgrades, and other IPR in software licensed by CONNECT IT hereunder, including each update, upgrade, and/or new version of same licensed, and all copies thereof made by you;

“**Support Handbook**” means CONNECT IT’s support handbook as updated by CONNECT IT from time to time;

“**Support Services**” means support services provided to you by CONNECT IT in accordance with clause 12 of this Agreement and the Support Handbook;

“**User(s)**” means a named individual (being your employee or under contract to you, your subsidiary or joint venture interest) which uses a unique login name/password combination assigned to such individual by you to access and/or use Software; and

“**Version Upgrade(s)**” means the periodic update(s) and upgrade(s) to the Software issued by CONNECT IT from time to time at its sole discretion.

1.2 In the event of any conflict or inconsistency between the provisions of the EULA and the provisions of an Order Form or Schedule, the conflict shall be resolved in accordance with the following order of precedence: (i) Order Form; (ii) Schedule; (iii) EULA.

2. Scope and Term of the Agreement

2.1 This Agreement sets out the basis upon which CONNECT IT shall, supply and license Software, supply Distributed Third Party Software and perform Services for you, all as set out in the Order Forms and Schedules.

2.2 This Agreement shall come into force on the Effective Date and shall continue for the Initial Term and thereafter in accordance with clause 2.3, unless or until otherwise terminated in accordance with clause 14.

2.3 Following the Initial Term, this Agreement shall automatically extend in effect for successive Initial Terms unless:

(a) you serve us with notice at least 6 months prior to the expiry of an Initial Term that you wish for the Agreement to continue in effect for successive one year terms (each a “**Renewal Term**”) in which case the Agreement will continue in effect for successive Renewal Terms on CONNECT IT’s prevailing standard pricing at the time (copies of which will be provided on request at the time);

(b) either party serves the other party with a notice of non-renewal at least 6 months prior to the expiry of any Initial Term or any Renewal Term and the Agreement will terminate on the expiry of the Initial Term or Renewal Term during which the notice expires; or

(c) earlier terminated in accordance with clause 14.

3. The Licence

3.1 CONNECT IT grants to you a non-exclusive, non-assignable and non-transferable licence to use the Software in object code during the term of this Agreement subject to the terms and conditions set out in this Agreement.

3.2 You may use the Software and the Serialisation Code to load and run the Software only on your equipment at the location set out in the Order Form or Schedule and for the only purpose of processing your data and data of your parent or any of your subsidiary companies, any joint venture, consortium or similar partnership where you are a member for your normal business purposes and your access and/or use shall be limited to the Number of Permitted Users, client workstations and/or servers as stated in the Order Forms.

3.3 Prior to accessing and/or using the Software, you must first purchase the appropriate licences for the Number of Permitted Users, client workstations or servers. You may increase the Number of Permitted Users, client workstations or servers by executing with CONNECT IT a new Order Form at any time and in each case an increase in the Initial Licence Fee and Annual Licence and Support Fee shall apply.

3.4 You may not copy the Software in any circumstances except to make a reasonable number of back-up and archive copies and you shall record the number and location of all copies of the Software and take all reasonable measures to prevent unauthorised access, use or copying.

3.5 You shall not without the prior written consent of CONNECT IT:

(a) assign, transfer, sub-licence and/or redistribute the Software to any party in whole or in part;

(b) allow the Software to become the subject of any charge, lien or encumbrance;

(c) rent, lease, time share, or operate a service bureau with respect to the Software;

(d) charge a fee to any party for access to and/or use of the Software;

(e) install, use, and/or make available the Software for any online application service provider business, internet service provider business or other online software rental business, except where the Software is used in conjunction with CONNECT IT online services;

(f) publish or disclose results of any benchmark or other test run on the Software;

(g) export or re-export the Software in violation of any applicable export control laws and regulations;

(h) attempt, nor allow third parties to attempt to: (i) modify, translate or adapt the Software; (ii) reverse engineer, disassemble, decompile or otherwise discover the source code of the Software; or (iii) bypass, delete or misuse any protection method provided for preventing unauthorised use of the Software, including, but not limited to, the Serialisation Code.

3.6 If you no longer wish to use the Software, you shall ensure that the Software has been deleted from your equipment and all copies of it destroyed as soon as reasonably practicable. You shall certify to CONNECT IT that this has been done if requested to do so by CONNECT IT.

3.7 Risk and title to any physical media containing the Software shall pass to you upon delivery by CONNECT IT at which point the Software shall be deemed to have been delivered to you and you shall be deemed to have accepted the same. If CONNECT IT is providing the Software by electronic download, the Software is deemed delivered and accepted by you when CONNECT IT has made the Software available to you for electronic download.

4. Your Responsibilities

4.1 You are responsible for:

(a) the selection of the Software to achieve its intended purpose and for determining the appropriate use to be made of Software;

(b) the selection and use of results obtained from the Software;

(c) ensuring that your equipment is suitable for the Software;

(d) ensuring that your personnel are sufficiently trained to operate the Software in a proper manner and have attended the recommended training courses to do so from CONNECT IT;

(e) having, at all times, a system manager who has attended a CONNECT IT systems manager training course;

(f) granting CONNECT IT’s personnel reasonable access to your equipment (including but not limited to modem access) and providing access to information and staff as reasonably necessary for the purpose of CONNECT IT’s performance under this Agreement.

5. Delivery

5.1 CONNECT IT will use all reasonable endeavours to meet any estimated delivery dates and other dates given to you but such dates are estimates only and time shall not be of the essence in relation to such obligations.

6. Distributed Third Party Software

6.1 The licence and warranty provisions applicable to any Distributed Third Party Software shall be as set out in the licence agreement between you and the Distributed Third Party Software owner.

6.2 CONNECT IT excludes all liability in respect of any Distributed Third Party Software except for any direct loss or damage caused by CONNECT IT’s failure to supply or carry out installation of the Distributed Third Party Software correctly which shall be subject to the provisions of clause 10 of this Agreement.

7. Orders and Payment

7.1 Completion of one or more Order Forms signed by both parties constitutes an order for the Software and/or Services subject to the terms of this Agreement.

7.2 You shall pay to CONNECT IT:

(a) the Initial Licence Fee and the first Annual Licence and Support Fee on or before the Effective Date; and

(b) all other Annual Licence and Support Fees on or before each anniversary of the Effective Date.

7.3 CONNECT IT shall also be entitled to increase the Annual Licence and Support Fee as from each anniversary of the Effective Date by an amount up to cumulative RPI plus 5% or to the then current published Annual Licence and Support Fee.

7.4 Where supporting any Software becomes uneconomic CONNECT IT reserves the right at its option either to remove such Software from the supported list on the Order Forms and/or Schedules or (if possible) agree with you a mutually acceptable Annual Licence and Support Fee or annual licence fee.

7.5 CONNECT IT reserves the right to suspend your access and use of the Software and/or suspend the carrying out of any Services if you fail to make any payment by its due date. As further detailed in clause 8 you acknowledge that the Software contains programming which may automatically cause access and use of the Software to be suspended in the event that you fail to comply with your payment obligations set out in clause 7.2.

7.6 Consultancy, project management and training services are payable in advance of their provision, and charges are based upon an 8 hour working day (inclusive of a lunch break) plus 1 hour’s travel time each way. CONNECT IT will charge by the hour for any additional work or travel time based upon a pro rata of the day rate set out in the Order Form. Consultancy, project management and training days booked by you can be rescheduled by you by giving us at least seven days (7) notice. Otherwise they will be charged for in full. Any days that are ordered by you are for use within twelve months of the order date and any days unconsumed after this period or subsequently cancelled by you will be charged for in full and will not be subject to refund. We reserve the right to cancel any training days/sessions without any liability to you by giving you not less than seven (7) days notice.

7.7 If agreed in an Order Form, CONNECT IT will undertake specific Software enhancements and the specification for such Software enhancements will be carried out by CONNECT IT and payable by you and agreed by the parties in writing prior to commencing work on the Software enhancements. Where Software enhancements are provided under this Agreement, you will pay fifty percent (50%) of the charges on the Effective Date and fifty percent (50%) of the charges will be payable on delivery.

7.8 Other than activities expressly covered by Support Services or costed within any prices given for other Services and set out as such within an Order Form, you will pay the cost of travelling time and expenses of CONNECT IT personnel and/or any of its subcontractors. These charges are based on CONNECT IT’s rates prevailing at the time. The mileage rate shall be the AA rate(s) applied by CONNECT IT, and the mileage charged to you will be based upon the actual journey taken. Flights, rail fares and overnight accommodation will be re-charged net. Where possible, you will book and pay for such expenses directly.

7.9 If any sum payable under this Agreement is in arrears then, in addition to and without prejudice to any other remedies which may be available under this Agreement, CONNECT IT reserves the right to charge interest at the rate of 1% per month or part thereof and to claim all expenses of recovery of such sums, including but not limited to legal and/or court costs.

7.10 All charges and fees are given exclusive of VAT which shall be added and paid by you at the rate and in the manner for the time being prescribed by law. You shall make all payments due under the Agreement in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.

7.11 As noted in clause 7.7, the Software contains a licence compliance security feature which may deny access to the Software on a pre-set date. Thirty (30) days before the pre-set date, the Software will notify you of the need to obtain a new Serialisation Code so that you can access the Software after the pre-set date. You hereby authorise our incorporating the licence compliance security feature into the Software and the effects of its operation as set out above and accept that it is your responsibility to contact us to obtain the new Serialisation Code.

7.12 All other conditions, warranties or other terms which might have effect between the parties or be implied or incorporated into this Agreement or any collateral contract, whether by statute, common law or otherwise, are hereby excluded, including, without limitation, the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose or the use of reasonable skill and care.

7.13 Nothing in this Agreement shall exclude or limit CONNECT IT’s liability for: (a) death or personal injury arising from its negligence; (b) fraud or fraudulent misrepresentation; or (c) any other liability that cannot be limited or excluded by law.

7.14 Subject to clause 10.1, CONNECT IT shall not be liable under any statute or in contract, tort or otherwise for: (a) loss of profits, business revenue, business opportunity, contracts, goodwill and/or anticipated savings; (b) indirect or consequential loss or damage (including, for the avoidance of doubt, where such loss or damage is of the type specified in clause 10.2(a)), which arises out of or in connection with this Agreement.

7.15 CONNECT IT shall not be liable for any delay or failure in carrying out its obligations under this Agreement or any Order Form if and to the extent that such delay or failure is due to the delay or failure by You to comply with your obligations under this Agreement or the relevant Order Form.

7.16 Subject to clauses 10.1, 10.2 and 10.3 CONNECT IT’s total aggregate liability to you under or in connection with this Agreement (whether such liability arises under any statute or in contract, tort or otherwise) shall be limited to the previous 12 months Annual Licence and Support Fee as set out in the relevant Order Form.

9. Warranties

9.1 For a period of thirty (30) days from the date of our delivery of the Software to you, CONNECT IT warrants that the Software will function substantially as described in the Documentation when operated on your equipment running under the operating system(s) specified in the Order Form(s) and/or Schedules. CONNECT IT’s entire liability and your sole remedy against CONNECT IT, for each breach by CONNECT IT of such warranty shall be limited at CONNECT IT’s option to either CONNECT IT replacing or repairing such defective portion of Software or refunding all fees paid to CONNECT IT by you for the defective portion of the Software.

9.2 CONNECT IT warrants that the Services will be provided with all reasonable skill and care and in accordance with all applicable laws and regulations.

9.3 As the Software is complex and may not be completely free from errors, you are advised to verify your work and make back-up copies. CONNECT IT does not warrant that the use of the Software will be uninterrupted or error free or that it will work in combination with computer programs other than the computer programs forming the whole or part of the Software or that any services we provide under this Agreement will result in the Software functioning as if any such warranty or representation had been given or made.

9.4 All other conditions, warranties or other terms which might have effect between the parties or be implied or incorporated into this Agreement or any collateral contract, whether by statute, common law or otherwise, are hereby excluded, including, without limitation, the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose or the use of reasonable skill and care.

10. Limitation of Liability

10.1 Nothing in this Agreement shall exclude or limit CONNECT IT’s liability for:

(a) death or personal injury arising from its negligence;

(b) fraud or fraudulent misrepresentation; or

(c) any other liability that cannot be limited or excluded by law.

10.2 Subject to clause 10.1, CONNECT IT shall not be liable under any statute or in contract, tort or otherwise for: (a) loss of profits, business revenue, business opportunity, contracts, goodwill and/or anticipated savings; (b) indirect or consequential loss or damage (including, for the avoidance of doubt, where such loss or damage is of the type specified in clause 10.2(a)), which arises out of or in connection with this Agreement.

10.3 CONNECT IT shall not be liable for any delay or failure in carrying out its obligations under this Agreement or any Order Form if and to the extent that such delay or failure is due to the delay or failure by You to comply with your obligations under this Agreement or the relevant Order Form.

10.4 Subject to clauses 10.1, 10.2 and 10.3 CONNECT IT’s total aggregate liability to you under or in connection with this Agreement (whether such liability arises under any statute or in contract, tort or otherwise) shall be limited to the previous 12 months Annual Licence and Support Fee as set out in the relevant Order Form.

11. Intellectual Property

11.1 You acknowledge that all IPR in the Software, any Software enhancements and in the Services belong and shall belong to CONNECT IT and its licensors, and you shall have no rights in or to the Software, Software enhancements or Services other than the right to use or receive them in accordance with the terms of this Agreement. You will permit us or our licensors to check the use of the Software by you from time to time.

11.2 CONNECT IT shall at its own expense defend you or, at its option, settle any claim or action brought against you alleging that your use of the Software (or any part thereof) in accordance with the terms of this Agreement infringes the UK IPR of a third party (“**Infringement Claim**”) and shall be responsible for any reasonable losses, damages, costs (including legal fees) and expenses incurred by or awarded against you as a result of or in connection with any such Infringement Claim. For the avoidance of doubt, this clause 11.2 shall not apply where the Infringement Claim in question is attributable to:

- (a) use of the Software (or any part thereof) by you other than in accordance with the terms of this Agreement;
- (b) use of the Software in combination with software not approved in writing by CONNECT IT;
- (c) use of a release other than the then current release of the Software;
- (d) modification of the Software not approved in writing by CONNECT IT;
- (e) compliance with your specifications or instructions.

11.3 Clause 11.2 is conditional on:

- (a) you notifying CONNECT IT in writing, as soon as reasonably practicable, of any Infringement Claim;
- (b) you not making any admission as to liability or compromise or agreeing to any settlement of any Infringement Claim without the prior written consent of CONNECT IT; and
- (c) CONNECT IT having, at its own expense, the conduct of or the right to settle all negotiations and litigation arising from any Infringement Claim and you giving CONNECT IT all reasonable assistance in connection with those negotiations and such litigation at CONNECT IT's request and expense.

11.4 If any Infringement Claim is made, or in CONNECT IT's reasonable opinion is likely to be made, against you, CONNECT IT may at its sole option and expense:

- (a) procure for you the right to continue using the Software in accordance with the terms of this Agreement; or
- (b) modify the Software so that it ceases to be infringing or replace the Software with non-infringing software; or
- (c) terminate this Agreement immediately by notice in writing to you and refund any of the Initial Licence Fee paid by you as at the date of termination (less a reasonable sum in respect of your use of the Software to the date of termination) on return of the Software and all copies thereof.

11.5 You shall indemnify and keep indemnified CONNECT IT against all claims, liabilities and expenses suffered or incurred by CONNECT IT arising out of or in connection with: (i) CONNECT IT's compliance with your specifications or instructions for Software enhancements; or (ii) your use, disclosure or dealings with any of CONNECT IT or its licensors' IPR save to the extent that such use, disclosure or dealings are in accordance with the rights specifically granted to you pursuant to this Agreement.

11.6 If you wish to use CONNECT IT's Software names in your business then all references and use of such Software names must be preceded by the word “CONNECT IT”.

12. Support Services

12.1 This Clause 12 applies only to the Software and not to Distributed Third Party Software. CONNECT IT will provide the Support Services in accordance with the Support Handbook and on Business Days and the purpose of the Support Services shall be to provide corrections for any errors found in the Software (**Error**).

12.2 The cost of Support Services is included within the Annual Licence and Support Fees and unless included in any Order Forms, Support Services expressly excludes technical support pursuant to an Order Form provided to you by CONNECT IT at additional cost to you and relating to your network, desktop and operating systems or Distributed Third Party Software.

12.3 You are required to appoint contact persons (**Support Contacts**) and it is only these Support Contacts who have authority to request Support Services and it is only through these Support Contacts that CONNECT IT will co-ordinate Support Services for you. You shall ensure that the Support Contacts have attended the appropriate published CONNECT IT Software training courses to enable proper liaison between CONNECT IT and you.

12.4 You shall provide fully operational high-speed access with operating system log-in to enable CONNECT IT to directly link to the Software installed on your servers in accordance with your IT security procedures provided to us to provide support and check your usage compliance. You are required to protect data, application and system software associated with the Software by carrying out regular back-ups to removable media, which is stored separately as noted in clause 9.3, and carrying out other normal system housekeeping routines. If any loss or damage is incurred by you or any third party through loss or spoiling of data resulting from the Software or any support activity by CONNECT IT, your sole remedy shall be that CONNECT IT shall use reasonable endeavours to the replace, repair or reconstitute such data from your back-ups.

12.5 You are required to install corrections and Version Upgrades to Software and for ensuring that your employees have the capability of doing so.

12.6 CONNECT IT reserves the right to make additional charges for Support Services it carries out resulting from:

- (a) you failing to install corrections or Version Upgrades of Software correctly or at all in accordance with CONNECT IT's instructions;
- (b) CONNECT IT having to carry out visits to your premises;
- (c) failure of equipment, storage media or other software which are not covered by this Agreement, faults in mains electrical supplies or operator error;
- (d) insufficient training of your personnel;
- (e) problems reported as Errors which prove not to be Errors;
- (f) Errors caused by your accidents, neglect, misuse or default;
- (g) any attempt by any person, other than CONNECT IT, to modify or maintain the Software other than your trained employees carrying out normal system functions;
- (h) your new or updated versions of an operating system.

12.7 The periodic updates provided under the Support Services may include legislative updates. Where major legislative changes take place CONNECT IT reserves the right to make an additional charge which shall be spread evenly over all its customers for Software to cover the supply of updates dealing with such legislative changes.

12.8 In relation to personal data processed under this Agreement, each party will comply with its respective obligations set out in the attached CONNECT IT Data Protection Schedule.

13. Records and Audits

13.1 Throughout the term of this Agreement and for 12 months thereafter:

- (a) You shall maintain electronic records sufficient for CONNECT IT to confirm your compliance with your obligations under this Agreement;
- (b) If requested by CONNECT IT from time to time, you shall make available to CONNECT IT or a representative of CONNECT IT electronic and/or manual copies of your Software login accounts; and
- (c) CONNECT IT or a representative of CONNECT IT may, from time to time, audit such records, copies and computer systems (via remote access and/or visiting your premises) to ensure you have complied with your obligations under this Agreement. If necessary to comply with data protection legislation, you shall obtain written consent from each User authorising release to us of all such information for the purposes stated above. All audits shall be conducted on reasonable notice during Business Days.

13.2 If any audit by CONNECT IT or its representative reveals that you have materially failed to comply with any provision in this Agreement, you shall promptly remedy such non-compliance and make payment to CONNECT IT of all reasonable audit and other costs incurred by CONNECT IT or its representative in performing such audit.

13.3 If such audit does not reveal any area where you have failed to comply with any provision of this Agreement then CONNECT IT will bear its own audit and other costs incurred in performing such audit.

14. Termination

14.1 Either party may terminate this Agreement at any time on written notice to the other if the other party:

- (a) is in material or persistent breach of any of the terms of this Agreement and either that breach is incapable of remedy, or the other party fails to remedy that breach within 30 days after receiving written notice requiring it to remedy that breach; or
- (b) is unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986), or becomes insolvent, or is subject to an order or a resolution for its liquidation, administration, winding-up or dissolution (otherwise than for the purposes of a solvent amalgamation or reconstruction), or has an administrative or other receiver, manager, trustee, liquidator, administrator or similar officer appointed over all or any substantial part of its assets, or enters into or proposes any composition or arrangement with its creditors generally, or is subject to any analogous event or proceeding in any applicable jurisdiction.

14.2 CONNECT IT may terminate this Agreement at any time on written notice to you if you:

- (a) fail to pay any sum due to CONNECT IT under this Agreement and such sum remains unpaid seven (7) days after its due date;
- (b) cease to carry on business;
- (c) undergo any material change in your shareholding control; or
- (d) shall do or allow to be done any act or omission which may reasonably be considered by CONNECT IT to jeopardise any right of CONNECT IT and/or its licensors in the Software or any part thereof including but not limited to making or allowing to be made any unauthorised copy of Software or any part thereof and/or imparting or divulging the contents of the Software or any part thereof to a third party without the prior written consent of CONNECT IT.

14.3 You shall be entitled to terminate this Agreement at any time during an Initial Term on not less than six (6) months written notice to CONNECT IT provided that you have paid to CONNECT IT in full the sums set out in Clause 14.5(c) prior to such termination.

14.4 Termination by either party in accordance with the rights contained in clause 14 shall be without prejudice to any other rights or remedies of that party accrued prior to termination.

14.5 Upon any termination of this Agreement:

- (a) all rights granted to you by CONNECT IT under this Agreement shall cease;
- (b) You and all Users shall immediately cease all use of the Software and return all of the Software (including all copies thereof made by, or for, you) to CONNECT IT and/or, if requested by CONNECT IT, destroy the same and certify in writing to CONNECT IT that they have been destroyed; and
- (c) You shall immediately pay to CONNECT IT: (i) any sums due to CONNECT IT under this Agreement; (ii) as agreed damages, each Annual Licence and Support Fee and Payment Instalment which would have fallen due during the remainder of an Initial Term (had the Agreement not been terminated) each discounted, over the period from its due date to the date of termination at the rate of 3% per annum and any other charges due up to the date of termination; and (iii) all reasonable expenses and costs incurred by CONNECT IT or its assignee in enforcing its rights in recovering any monies it is correctly owed by you including any cost incurred by virtue of the early repayment of any fixed rate borrowings made in order to fund the deferred payment of the Initial Licence Fees, Annual Licence and Support Fees, Services, Payment Instalments or otherwise.

14.6 The provisions of this Agreement which, by their nature and content, are intended, expressly or impliedly, to continue to have effect notwithstanding the termination of this Agreement, shall survive and continue to bind the parties, including clauses 1, 3.5(f), 3.5(h), 3.6, 4.1(f), 6, 7, 9, 10, 11, 13, 14.3 to 14.6, 15 and 16.

15. Confidentiality

15.1 Each party shall, during the term of this Agreement and thereafter, keep confidential and shall not use for its own purposes nor without the prior written consent of the other party disclose to any third party, any information of a confidential nature (including, without limitation, trade secrets, IPR and information of commercial value and the terms of this Agreement) which may become known to such party from the other party and which relates to the other party, unless such information is public knowledge or already known at the time of disclosure, or subsequently becomes public knowledge other than by breach of this Agreement, or subsequently comes lawfully into the possession of such party from a third party.

15.2 You agree that CONNECT IT can publicise you as a customer within CONNECT IT's web sites, customer presentations and sales collateral and CONNECT IT agrees that you can publicise your use of the Software and Services within your web sites, customer presentations and sales collateral.

16. General

16.1 **Assignment:** You may not assign, sub-license, sub-contract, mortgage or otherwise transfer any of your rights or obligations under this Agreement without the prior written consent of CONNECT IT.

16.2 **Force Majeure:** No party shall be liable to the other for any delay or non-performance of its obligations under this Agreement arising from any cause beyond its control save that nothing in this clause 16.2 shall excuse you from any payment obligations under this Agreement.

16.3 **Waiver:** No forbearance or delay by either party in enforcing its rights shall prejudice or restrict the rights of that party and no waiver of any such rights or of any breach of any contractual terms shall be deemed to be a waiver of any other right or of any later breach.

16.4 **Entire Agreement:** This Agreement constitutes the entire agreement and understanding between the parties as to the subject matter hereof and supersedes all previous between the parties agreements relating to the subject matter hereof. Each party represents and agrees that in entering into this Agreement it does not rely on, and will have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in this Agreement. Nothing in this clause shall exclude or limit any liability for fraud.

16.5 **Third Party Rights:** A person who is not a party to this agreement shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999.

16.6 **Notices:** Any notice of termination, breach or other notice of a legal nature required to be given to either party under this Agreement shall be given by first class recorded delivery post, or by hand confirmed by signed receipt, to the appropriate address of the party concerned set out in this Agreement or as notified by them from time to time and any such notice shall be deemed to be delivered on the date such delivery is recorded. Any other notice required to be given under this Agreement shall be sufficiently given if sent by first class post and any such notice shall be deemed to be delivered within two days of such posting.

16.7 **Headings:** The headings of the clauses of this Agreement are provided for convenience only and shall not contribute to or affect the meaning or construction of the clauses.

16.8 **Severance:** If any term, part or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable as being contrary to applicable law or public policy, such provision shall to the extent reasonably possible be construed in a manner so as to be enforceable and the remaining provisions hereof shall remain in full force and effect and in no way be affected, impaired or invalidated.

16.9 **Amendments:** Any amendment, waiver or variation of this Agreement shall not be binding on the parties unless set out in writing and signed by or on behalf of each of the parties.

16.10 **Disputes:** The parties agree that in the event that a dispute arises between them they will in the first instance attempt to resolve the issue amicably by referring the matter to Director level for discussion between the parties. In the event that the dispute is not resolved within 30 days either party may refer the matter to the English courts in accordance with clause 16.11 but nothing shall prevent either party immediately referring to the English courts any matter relating to the protection of its or its licensors' IPR or confidential information.

16.11 **Non-solicitation:** You shall not, for the duration of this Agreement, and for a period of six months following termination, directly or indirectly induce or attempt to induce any person employed or engaged by us in the provision of the Services or otherwise in connection with this Agreement to leave our employment. If you commit any breach of this clause 16.11, you shall, on demand, pay to us a sum equal to one year's basic salary or the annual fee that was payable by us to that employee, worker or independent contractor plus the recruitment costs incurred by us in replacing such person.

16.12 **Law and Jurisdiction:** This Agreement shall be governed by and construed in accordance with the laws of England and Wales and both parties submit to the exclusive jurisdiction of the English courts.

CONNECTIT SOFTWARE DATA PROTECTION SCHEDULE

DEFINITIONS

Data Protection Legislation: any laws and regulations relating to privacy or the use or processing of data relating to natural persons, including: (a) EU Directives 95/46/EC and 2002/58/EC (as amended by 2009/139/EC) and any legislation implementing or made pursuant to such directives, including (in the UK) the Data Protection Act 1998 (the **DPA**) and the Privacy and Electronic Communications (EC Directive) Regulations 2003; and (b) from 25 May 2018, EU Regulation 2016/679 (**GDPR**); and (c) any laws or regulations ratifying, implementing, adopting, supplementing or replacing GDPR; in each case, to the extent in force, and as such are updated, amended or replaced from time to time.

DP Regulator: any governmental or regulatory body or authority with responsibility for monitoring or enforcing compliance with the Data Protection Legislation.

Relevant Personal Data: Personal Data other than ConnectIT-Controlled Data (as defined in paragraph 0 below).

1. DATA PROTECTION

1.1 The terms “**Data Controller**”, “**Data Processor**”, “**Personal Data**”, “**Data Subject**” and “**processing**” shall have the meanings set out in the Data Protection Legislation.

1.2 Both parties will comply with all applicable requirements of the Data Protection Legislation. This paragraph 0 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

1.3 In relation to Relevant Personal Data, the parties acknowledge that for the purposes of the Data Protection Legislation, where ConnectIT have provided you with a an On-Premise solution you are the Data Controller and the Data Processor and where ConnectIT have provided you with a hosted solution you are the Data Controller and we are the Data Processor. This processing shall be in respect of the types of Relevant Personal Data, categories of Data Subjects, nature and purposes, and duration, set out in the Appendix 1 to this Schedule.

1.4 Seefin Construction Software Limited (“ConnectIT”) is the Data Controller only in respect of:

(a) the login information (comprising a name, corporate email address and password) collected when issuing a user licence/user account at the outset or during the Agreement; and

(b) the details of the Customer support contacts (comprising a name, corporate email address and telephone number);

(together, the “**ConnectIT-Controlled Data**”).

ConnectIT shall only use the ConnectIT-Controlled Data for the purposes of this Agreement and in compliance with all applicable requirements of the Data Protection Legislation.

1. 5 Without prejudice to the generality of paragraph 0, you shall:

(a) ensure that any instructions you issue to ConnectIT shall comply with the Data Protection Legislation; and

(b) have sole responsibility for the accuracy, quality and legality of Relevant Personal Data and the means by which you acquired Relevant Personal Data and shall establish the legal basis for processing under Data Protection Legislation, including providing all notices and obtaining all consents to individuals as may be required under Data Protection Legislation in order for ConnectIT to process the Relevant Personal Data as otherwise contemplated by this Schedule.

1.6 Without prejudice to the generality of paragraph 0, ConnectIT shall, in relation to any Relevant Personal Data processed in connection with the performance by ConnectIT of its obligations under this Agreement:

(a) process that Relevant Personal Data only to the extent and in such a manner as is necessary for the purposes of providing the Software, Service, Support Services and other Services under this Agreement and on your lawful written instructions;

(b) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Relevant Personal Data and against accidental loss or destruction of, or damage to, Relevant Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Relevant Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Relevant Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

I take commercially reasonable steps to ensure that all personnel who have access to and/or process Relevant Personal Data are obliged to keep the Relevant Personal Data confidential; and

(d) not transfer such Relevant Personal Data outside the UK or the European Economic Area without your prior written consent, save that transfers to a ConnectIT group company shall be permitted where the transfer:

- i. is based on an adequacy decision (as per GDPR Article 45);
- ii. is subject to appropriate safeguards on condition that enforceable data subject rights and effective legal remedies for data subjects are available (as per GDPR Article 46); or
- iii. fits within one of the derogations for specific situations (as per GDPR Article 49);

I take such steps as are reasonably required to assist you in ensuring compliance with your obligations pursuant to GDPR Articles 32 to 36 (inclusive);

(f) notify you without undue delay on becoming aware of a Relevant Personal Data breach;

(g) at your written direction, and except as required by law or in order to defend any actual or possible legal claims, take reasonable steps to delete or return Relevant Personal Data and copies thereof to you on termination or expiry of the Agreement. The Relevant Personal Data will be returned to you in a csv file format unless a different format has been agreed by the parties (in which case you will pay ConnectIT's reasonable costs incurred);

(h) maintain records of all processing operations under its responsibility that contain at least the minimum information required by the Data Protection Legislation, and make such information available to you and/or any DP Regulator on request; and

(i) allow for audits by you or your designated representative on reasonable notice, subject to the following requirements:

- i. you may perform such audits no more than once per year or more frequently if required by Data Protection Legislation;
- ii. you may use a third party to perform the audit on your behalf, provided such third party executes a confidentiality agreement acceptable to ConnectIT before the audit;
- iii. audits must be conducted during regular business hours, subject to ConnectIT’s policies, and may not unreasonably interfere with ConnectIT’s business activities;
- iv. you must provide ConnectIT with any audit reports generated in connection with any audit at no charge unless prohibited by applicable law. You may use the audit reports only for the purposes of meeting your audit requirements under Data Protection Legislation and/or confirming compliance with the requirements of this Schedule. The audit reports shall be confidential;
- v. to request an audit, you must first submit a detailed audit plan to ConnectIT at least 4 (four) weeks (or as otherwise agreed between us) in advance of the proposed audit date. The audit must describe the proposed scope, duration and start date of the audit. ConnectIT will review the audit plan and inform you of any concerns or questions (for example, any request for information that could compromise ConnectIT’s confidentiality obligations or its security, privacy, employment or other relevant policies). ConnectIT will work cooperatively with you to agree a final audit plan;
- vi. nothing in this paragraph 1.6 shall require ConnectIT to breach any duties of confidentiality owed to any of its clients, employees or third party providers; and
- vii. all audits are at your sole cost and expense;

(j) notify you as soon as reasonably practicable if ConnectIT receives a request from a Data Subject to exercise its rights under the Data Protection Legislation in relation to that person’s Relevant Personal Data; and

(k) provide you with reasonable co-operation and assistance in relation to any request made by a Data Subject to exercise its rights under the Data Protection Legislation in relation to that person’s Relevant Personal Data provided that you shall be responsible for ConnectIT’s reasonable costs and expenses arising from such co-operation and assistance.

1.7 In relation to the appointment of sub-processors:

- a) you generally agree that ConnectIT may engage a third party including any advisers, contractors, or auditors (such third party referred to as a **Sub-Processor**) to process Relevant Personal Data;
- b) you agree that ConnectIT may appoint the Sub-Processors listed in Appendix 2 to this Schedule;
- c) if ConnectIT engages a new Sub-Processor (**New Sub-Processor**), ConnectIT shall inform you of the engagement by sending an email notification to you and you may object to the engagement of such New Sub-Processor by notifying ConnectIT within 3 business days of ConnectIT’s email, provided that such objection must be on reasonable, substantial grounds,

directly related to such New Sub-Processor’s ability to comply with substantially similar obligations to those set out in this Schedule. If you do not so object, the engagement of the New Sub-Processor shall be deemed accepted by you;

d) ConnectIT shall ensure that its contract with each New Sub-Processor shall impose obligations on the New Sub-Processor that are materially equivalent to the obligations to which ConnectIT is subject to under this Schedule; and

e) any sub-contracting by ConnectIT to Sub-Processors pursuant to this paragraph 1.7 shall not relieve ConnectIT of any of its liabilities, responsibilities and obligations to you under this Schedule, and ConnectIT shall remain liable for the acts and omissions of its Sub-Processors.

1.8 If either party receives any complaint, notice or communication which relates directly or indirectly to the processing of Relevant Personal Data by the other party or to either party's compliance with the Data Protection Legislation, it shall as soon as reasonably practicable notify the other party and it shall provide the other party with commercially reasonable co-operation and assistance in relation to any such complaint, notice or communication.

Appendix 1 to Schedule (Data Protection)

The Relevant Personal Data processing activities carried out by ConnectIT under this Agreement may be described as follows:

Subject matter of processing

ConnectIT shall process the Relevant Personal Data supplied by you for the purposes of the provision of the Service or Software as described in the Order Form.

Nature and purpose of processing

(a) The Service (hosted)

Where ConnectIT provides a hosted environment to deliver the Service, you as Data Controller are responsible for deployment of Relevant Personal Data within the Service. ConnectIT will act as a Data Processor as set out in this Schedule where you provide any Relevant Personal Data to ConnectIT as part of:

- i. Your deployment of Relevant Personal Data within the Service; and/or
- ii. ConnectIT’s Support Services or other Services such as consultancy and training.

(b) The Software (on-premise)

Where ConnectIT licences Software which you are responsible for hosting, you as Data Controller are responsible for deployment, security and confidentiality of Relevant Personal Data within the Software. ConnectIT will only act as a Data Processor as set out in this Schedule where you provide any Relevant Personal Data to ConnectIT as part of ConnectIT’s Support Services or other Services such as consultancy and training.

In both situations, ConnectIT may also use Relevant Personal Data to generate anonymous statistical data for general commercial use by ConnectIT.

Categories of Relevant Personal Data

name, address, telephone number, email address, bank details.

Categories of Data Subjects

Your employees, suppliers, sub-contractors, clients

Duration

The Relevant Personal Data will be processed for the duration of this Agreement.

Appendix 2 to Schedule (Data Protection)

1. Amazon Web Services, Inc.

- Role: Provides ConnectIT with web hosting services
- Registered address: 410 Terry Ave North, Seattle, WA 98109-5210, US
- Foreign Registration Number 00004