



QT RADAR TERMS OF SERVICE

PLEASE READ CAREFULLY BEFORE USING ANY SOFTWARE FROM QUADROTECH:

This licence agreement is a legal contract between you (the Customer, You or Your) and Quadrotech Solutions Ltd, a company incorporated in Switzerland (registration number CHE-225.115.809) having its registered office at Alpenstrasse 15, 6302 Zug, Switzerland acting for itself and its affiliate Cogmotive Ltd, a company incorporated in England and Wales (registration number 08148368) having its registered office at 20 Ropemaker Street, London EC2Y 9AR, United Kingdom (hereinafter collectively Quadrotech or We).

Quadrotech operates the Platform defined below, and You wish to be granted access to the Platform and to receive the Support Services defined below, on the terms of this Agreement.

We licence use of the Platform to You on the basis of this Licence. We do not sell the Platform or Documentation to You. We remain the owners of the Platform and Documentation at all times.

These Terms of Service are effective as of 20 September 2017. We expressly reserve the right to change these Terms of Service from time to time without notice to you. However, we will endeavour to notify you where material modifications are made.

You acknowledge and agree that it is your responsibility to review this site and these Terms of Service from time to time and to familiarize yourself with any modifications. Your continued use of the Platform after such modifications will constitute acknowledgement of the modified Terms of Service and agreement to abide and be bound by the modified Terms of Service.

BY USING THIS SERVICE YOU AGREE TO THE TERMS OF THIS LICENCE WHICH WILL BIND YOU AND YOUR EMPLOYEES AND AGENTS.

IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENCE, WE WILL NOT LICENCE THE PLATFORM AND DOCUMENTATION TO YOU AND YOU MUST DISCONTINUE THE ORDERING PROCESS NOW.

You should print a copy of this Licence for future reference.

LICENCE TERMS:

1 Definitions and interpretation

1.1 When used in this Agreement with the initial letters capitalized, in addition to terms defined elsewhere in this Agreement, the following terms have the following meanings:

"Agreement" means this software as a service agreement (including the Schedules) and any amendments to it from time to time;

"Authorised Users" means those employees, agents and independent contractors of the Customer who are authorised by You to use the Platform, the Services and the Documentation.

"Business Day" means any weekday, other than a bank or public holiday in England;

"Business Hours" means between 08:00 and 18:00 London time on a Business Day;

"Cancellation Date" means the first day of the following month after the Notice Period has expired.

"Change" means any change to the terms of this Agreement;

"Charges" means the amounts payable by the Customer to Quadrotech under or in relation to this Agreement (as set out in Schedule 3);

"Confidential Information" means the Customer Confidential Information and Quadrotech Confidential Information;

"Customer Confidential Information" means

- a) any information disclosed (whether disclosed in writing, orally or otherwise) by You to Quadrotech that is marked as "confidential", described as "confidential" or should have been understood by Quadrotech at the time of disclosure to be confidential; and
- b) the Customer Materials;

"Customer Data" means the data inputted by the Customer, Authorised Users, or Quadrotech on Your behalf for the purpose of using the Services or facilitating Your use of the Services

"Customer Materials" means all works and materials:

- a) uploaded to, stored on, processed using or transmitted via the Platform by or on behalf of the Customer or by any person or application or automated system using Your account; and
- b) otherwise provided by the Customer to Quadrotech in connection with this Agreement;

including but not limited to Customer Data.

"Data" means the information collected from or on behalf of the Customer by Quadrotech.

"Defect" means a defect, error or bug having an adverse effect on the appearance, operation or functionality of the Platform, but excluding any defect, error or bug caused by or arising as a result of:

- a) an act or omission of the Customer, or an act or omission of one of Your employees, officers, agents, suppliers or sub-contractors; or
- b) an incompatibility between the Platform and any other system, application, program or software not specified as compatible in Schedule 1;

"Documentation" means the documentation produced by Quadrotech and supplied / made available on the Platform to the Customer specifying how the Platform should be used;

"Effective Date" means the date on which You first use the Platform;

"Effective End Date" means the earliest of:

- a) for Invoice Subscriptions, the expiration date listed on the invoice issued by Quadrotech to the Customer, unless the Customer renews the subscription. If the invoice does not list an end date, the end date is 12 months from the invoice issue date;
- b) for Recurring Subscriptions, the date on which the Customer terminates recurring payments; or
- c) the date on which the Customer cancels the Customer account.

"Intellectual Property Rights or IPR" means all intellectual property rights wherever in the world, whether registered or unregistered, including any application or right of application for such rights (and the "intellectual property rights" referred to above include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trade marks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs);

"Microsoft" relates to all services from Microsoft Corporation that are used by Quadrotech to provide services to the Customer (including but is not limited to Office 365, Microsoft Online, Exchange Online)

"Notice Period" means the period that You or Quadrotech may terminate this Agreement as set out in Clause 12;

"Permitted Purpose" means using the platform for the purposes of generating reports for the Customer's internal business purposes;

"Personal Data" has the meaning given to it in the UK Data Protection Act 1998;

"Platform" means the software platform known as QT Radar that is owned and operated by Quadrotech, and that will be made available to You as a service via the Internet under this Agreement;

"Quadrotech Confidential Information" means:

any information disclosed (whether disclosed in writing, orally or otherwise) by Quadrotech to the Customer that is marked as "confidential", described as "confidential" or should have been understood by You at the time of disclosure to be confidential;

"Schedule" means a schedule attached to this Agreement;

"Services" means all the services provided or to be provided by Quadrotech to the Customer under this Agreement, including the Support Services;

"Support Services" means support and maintenance services provided or to be provided by Quadrotech to the Customer in accordance with Schedule 2;

"Term" means the term of this Agreement; and

Terms defined in the UK Data Protection Act 1998 (DPA) have the meanings set out in the DPA.

2 Term

- 2.1 This Agreement will come into force on the Effective Date and will continue in force until the Effective End Date, upon which it will terminate automatically, unless terminated earlier in accordance with Clause 12.

3 The Platform

- 3.1 The Platform will automatically generate an account for the Customer promptly following the Effective Date, enabling You to access the Platform.
- 3.2 Quadrotech hereby grants to the Customer a non-exclusive licence to use the Platform for the Permitted Purpose via any standard web browser in accordance with the Documentation for the Term.
- 3.3 The licence granted by Quadrotech to You under Clause 3.2 is subject to the following limitations:
- a) You may allow Your employees, officers, agents, consultants and sub-contractors to access the Platform for the Permitted Purpose but not further or otherwise and the Platform may only be used by Authorised Users;

- b) You must comply at all times with the terms of the Acceptable Use Policy, and must ensure that all users of the Platform agree to and comply with the terms of that acceptable use policy.

3.4 Except to the extent expressly permitted in this Agreement or by law, You shall not (nor attempt to do any of the actions listed below) and shall procure that Authorised Users shall not (nor attempt to do any of the actions listed below):

- a) save in respect of Customer Materials copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Platform and/or Documentation (as applicable) in any form or media or by any means; or
- b) reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Platform; or
- c) access all or any part of the Platform, the Services and Documentation in order to build a product or service which competes with the Services and/or the Documentation; or
- d) use the Platform, the Services and/or Documentation to provide services to third parties; or
- e) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Platform, the Services and/or Documentation available to any third party except the Authorised Users, or
- f) attempt to obtain, or assist third parties in obtaining, access to the Platform, the Services and/or Documentation, other than as provided under this Agreement.

3.5 You shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify Quadrotech.

3.6 For the avoidance of doubt, You have no right to access the object code or source code of the Platform, whether during the Term or otherwise.

3.7 You acknowledge and agree that Quadrotech and/or its licensors own all IPR in the Platform, the Documentation and the Services. Except as expressly stated, this agreement does not grant You any rights to, or in, any IPR or any other rights or licences in respect of the Platform, the Services or the Documentation.

3.8 You must not use the Platform in any way that causes, or may cause, damage to the Platform or impairment of the availability or accessibility of the Platform, or any of the areas of, or services on, the Platform.

3.9 You must not use the Platform:

- a) in any way that is unlawful, illegal, fraudulent or harmful; or
- b) in connection with any unlawful, illegal, fraudulent or harmful purpose or

4 Support Services and Upgrades

- 4.1 During the Term Quadrotech will provide the Support Services to the Customer, and may apply Upgrades to the Platform, in accordance with the service level agreement set out in Schedule 2.
- 4.2 Quadrotech may sub-contract the provision of any of the Support Services without obtaining the consent of the Customer.

5 Customer Materials

- 5.1 You grant to Quadrotech during the Term a non-exclusive licence to store, copy and otherwise use the Customer Materials on the Platform for the purposes of operating the Platform, providing the Services, fulfilling its other obligations under this Agreement, and exercising its rights under this Agreement.
- 5.2 Subject to Clause 5.1, all Intellectual Property Rights in the Customer Materials will remain the property of the Customer.
- 5.3 The Customer warrants and represents to Quadrotech that the Customer Materials, and their use by Quadrotech in accordance with the terms of this Agreement, will not:
 - a) breach any laws, statutes, regulations or legally-binding codes;
 - b) infringe any person's Intellectual Property Rights or other legal rights; or
 - c) give rise to any cause of action against Quadrotech or You or any third party, in each case in any jurisdiction and under any applicable law.
- 5.4 Where Quadrotech reasonably suspects that there has been a breach by the Customer of the provisions of this Clause 5, Quadrotech may suspend any or all of the Services and/or Your access to the Platform while it investigates the matter.

6 Trial period

- 6.1 The first 14 days of the Term shall be a trial period, during which all of the provisions of this Agreement shall apply, save as follows:
 - a) You shall have no obligation to pay the Charges in respect of the trial period;
 - b) either party may terminate the Agreement immediately by giving written notice to the other party at any time before the end of the trial period (in which

case no liability to pay any Charges in respect of Platform access or Support Services will arise);

- c) Quadrotech may at its sole discretion extend the trial period at the written request of the Customer.

7 Charges

7.1 The Customer will be charged by one of two methods in accordance with the provisions of Schedule 3:

- a) Invoice Subscription: Quadrotech, either directly or through its affiliate Cogmotive, will issue invoices for the Charges to the Customer; or
- b) Recurring Subscription: The Customer may, where applicable, subscribe by entering credit card details using the automatic payment system.

7.2 All Charges stated in or in relation to this Agreement are exclusive of tax, unless the context requires otherwise. Tax will be payable where required by the Customer to Quadrotech in addition to the principal amounts.

7.3 Charges must be paid using such payment details as are notified by Quadrotech to the Customer from time to time.

7.4 If You do not pay any amount properly due to Quadrotech under or in connection with this Agreement, Quadrotech may:

- a) charge You interest on the overdue amount at the rate of 8% per year above the base rate of Barclays Bank PLC from time to time (which interest will accrue daily and be compounded quarterly); or
- b) claim interest and statutory compensation from You pursuant to the UK Late Payment of Commercial Debts (Interest) Act 1998.

7.5 Quadrotech may vary the Charges payable under Paragraphs 2.1 and 3.3 of Schedule 3 on and from any anniversary of the Effective Date by giving to the Customer not less than 30 days' written notice of the variation.

7.6 Quadrotech may suspend access to the Platform and the provision of the Services if any amounts due to be paid by the Customer to Quadrotech under this Agreement are overdue.

8 Warranties

8.1 Quadrotech warrants to the Customer:

- a) that it will perform its obligations under this Agreement with reasonable care and skill;

- b) that the Platform will perform substantially in accordance with the Documentation;
- c) the Platform (excluding for the avoidance of doubt the Customer Materials) will not:
 - i. breach any laws, statutes, regulations or legally-binding codes;
 - ii. infringe any person's Intellectual Property Rights or other legal rights; or
 - iii. give rise to any cause of action against Quadrotech or the Customer or any third party,in each case
- d) the Platform is and will remain free from viruses and other malicious software programs.

8.2 You acknowledge that:

- a) software is never wholly free from defects, errors and bugs, and Quadrotech gives no warranty or representation that the Platform will be wholly free from such defects, errors and bugs;
- b) Quadrotech does not warrant or represent that the Platform will be compatible with any application, program or software not specifically identified as compatible in Schedule 1; and
- c) Quadrotech will not and does not purport to provide any legal, taxation or accountancy advice under this Agreement or in relation to the Platform and (except to the extent expressly provided otherwise) Quadrotech does not warrant or represent that the Platform will not give rise to any civil or criminal legal liability on the part of the Customer or any other person.

8.3 All of the parties' warranties and representations in respect of the subject matter of this Agreement are expressly set out in the terms of this Agreement. To the maximum extent permitted by law, no other warranties or representations concerning the subject matter of this Agreement will be implied into this Agreement.

9 Limitations and exclusions of liability

- 9.1 Nothing in the Agreement will exclude any liability of a party that may not be excluded under applicable law.
- 9.2 Neither party will be liable in respect of any special, indirect or consequential loss or damage.

- 9.3 Quadrotech's liability in relation to any event or series of related events will not exceed the value of one quarter of the Charges paid and payable by the Customer to Quadrotech under the Agreement.
- 9.4 Quadrotech's aggregate liability under the Agreement will not exceed the total amount paid and payable by the Customer to Quadrotech under the Agreement.
- 9.5 You agree not to use this service to collect, manage or process sensitive information. We will not have any liability that may result from your use of the subscription service to collect or manage sensitive information.

10 Customer Data

- 10.1 You shall own all right, title and interest in and to all of Your Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of Your Data and warrants that it has the legal right to disclose all Personal Data that it does in fact disclose to Quadrotech under or in connection with this Agreement.
- 10.2 Whilst Quadrotech shall maintain in place appropriate security measures (both technical and organisational) against unlawful or unauthorised processing of Personal Data and against loss or corruption of Personal Data processed by Quadrotech on behalf of the Customer, Quadrotech shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party (except those third parties sub-contracted by Quadrotech to perform services related to Customer Data maintenance and back-up).
- 10.3 If Quadrotech processes any personal data on Your behalf when performing its obligations under this agreement, the parties record their intention that You shall be the data controller and Quadrotech shall be a data processor and in any such case:
- a) You acknowledge and agree that, subject to Quadrotech's compliance with its duties as data processor, the personal data may be transferred or stored outside the EEA, Switzerland, or the country where You and the Authorised Users are located in order to carry out the Services and Quadrotech's other obligations under this Agreement;
 - b) You shall ensure that You are entitled to transfer the relevant personal data to Quadrotech so that Quadrotech may lawfully use, process and transfer the personal data in accordance with this agreement on Your behalf;
 - c) You shall ensure that the relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data protection legislation;
 - d) Quadrotech shall process the personal data only in accordance with the terms of this agreement and any lawful instructions reasonably given by the Customer from time to time; and

- e) each party shall take appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data or its accidental loss, destruction or damage; and
- f) Quadrotech will act only on instructions from the Customer in relation to the processing of any Personal Data performed by Quadrotech on behalf of the Customer.

11 Confidentiality and publicity

11.1 Quadrotech will:

- a) keep confidential and not disclose the Customer Confidential Information to any person save as expressly permitted by this Clause 11.
- b) protect the Customer Confidential Information against unauthorised disclosure by using the same degree of care as it takes to preserve and safeguard its own confidential information of a similar nature, being at least a reasonable degree of care; and
- c) without prejudice to the generality of Clauses 11.1a) and b), deploy and maintain the security systems and technologies detailed in Schedule 1 in relation to the Customer Confidential Information held on the Platform.

11.2 You will:

- a) keep confidential and not disclose Quadrotech Confidential Information to any person save as expressly permitted by this Clause 11;
- b) protect Quadrotech Confidential Information against unauthorised disclosure by using the same degree of care as it takes to preserve and safeguard its own confidential information of a similar nature, being at least a reasonable degree of care.

12 Termination

12.1 Either party may terminate this Agreement immediately by giving written notice to the other party if the other party:

- a) commits any breach of any term of this Agreement, and:
 - i. the breach is not remediable; or
 - ii. the breach is remediable, but the other party fails to remedy the breach within 30 days of receipt of a written notice requiring it to do so; or
- b) persistently breaches the terms of this Agreement (irrespective of whether such breaches collectively constitute a material breach).

- 12.2 Either party may terminate this Agreement immediately by giving written notice to the other party if:
- a) the other party:
 - i. is dissolved;
 - ii. ceases to conduct all (or substantially all) of its business;
 - iii. is or becomes unable to pay its debts as they fall due;
 - iv. is or becomes insolvent or is declared insolvent; or
 - v. convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;
 - b) an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other party;
 - c) an order is made for the winding up of the other party, or the other party passes a resolution for its winding up; or
 - d) (where that other party is an individual) that other party dies, or as a result of illness or incapacity becomes incapable of managing his or her own affairs, or is the subject of a bankruptcy petition or order.
- 12.3 Either party may terminate this Agreement by giving at least 30 days' written notice of termination to the other party, such notice to expire on the first day of a month.
- 12.4 If Quadrotech stops or makes a good faith decision to stop operating the Platform generally, then Quadrotech may terminate this Agreement by giving at least 60 days' written notice of termination to the Customer.
- 12.5 Quadrotech may terminate the Agreement immediately by giving written notice of termination to the Customer where You fail to pay to Quadrotech any amount due to be paid under the Agreement by the due date.
- 12.6 No refund will be payable on termination or cancellation of the Agreement.

13 Effects of termination

- 13.1 Upon termination of this Agreement, all rights and licences and the provisions of this Agreement will cease to have effect, save that any provisions which expressly or by implication are intended to survive and continue to have effect (in accordance with their terms or otherwise indefinitely) shall do so.
- 13.2 Termination of this Agreement will not affect either party's accrued liabilities and rights as at the date of termination.
- 13.3 Within 30 days following the termination of the Agreement, Quadrotech will irrevocably delete from the Platform all Customer Confidential Information.

- 13.4 A party may retain any document (including any electronic document) containing the Confidential Information of the other party after the termination of this Agreement if that party is obliged to retain such document by any law or regulation or other rule enforceable against that party.

14 Notices

- 14.1 Any notice required to be given under this agreement shall be in writing and shall be delivered by email;
- a) to the Customer's email address notified to Quadrotech when creating an account on the website at www.quadrotech-it.com;
 - b) to Quadrotech at privacy@quadrotech-it.com stating the subject as "Notice:[Customer Account name]".
- 14.2 A notice will be deemed to have been received the following business day after sending.

15 General

- 15.1 No breach of any provision of this Agreement will be waived except with the express written consent of the party not in breach.
- 15.2 If a Clause of this Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other Clauses of this Agreement will continue in effect. If any unlawful and/or unenforceable Clause would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the Clause will continue in effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant Clause will be deemed to be deleted).
- 15.3 Nothing in this Agreement will constitute a partnership, agency relationship or contract of employment between the parties.
- 15.4 This Agreement may not be varied except by a written document signed by or on behalf of each of the parties.
- 15.5 Save as expressly provided in this Agreement, neither party may without the prior written consent of the other party assign, licence or otherwise dispose of any contractual rights or obligations under this Agreement, such consent not to be unreasonably withheld or delayed.
- 15.6 This Agreement is made for the benefit of the parties, and is not intended to benefit any third party or be enforceable by any third party.
- 15.7 This Agreement constitutes the entire agreement between the parties in relation to the subject matter of this Agreement, and supersedes all previous agreements,

arrangements and understandings between the parties in respect of that subject matter. These terms apply to the contract between You and Quadrotech to the exclusion of any other terms that You seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. No other terms shall apply unless agreed in writing and signed by both parties.

- 15.8 This Agreement is governed by and construed in accordance with the laws of Switzerland; and the courts of Switzerland at the legal seat of Quadrotech Solutions Ltd will have exclusive jurisdiction to adjudicate any dispute arising under or in connection with this Agreement.

Schedule 1 – Platform specification

1 Platform specification

- 1.1 QT Radar is a web-based application that allows the Customer to generate reporting and analytical information around their Microsoft Office 365 environment.

The Platform will be designed to interface with the following systems, applications, programs and software:

- Modern web browsers support a combination of standards-based and de facto HTML, CSS, Javascript and XHTML.

The Platform will be hosted on Amazon Web Services, either physically located in the United States or European Union.

The Platform will be protected using the security systems outlined in the Quadrotech Security and Architecture policy document, which can be made available to the Customer upon request.

2 Licensing

- 2.1 The Customer may add or delete named user licences by adding or deleting user accounts on the Platform.

Schedule 2 – Service Level Agreement

1 Introduction

- 1.1 In this Schedule:

"**New Functionality**" means new functionality that is introduced to the Platform by an Upgrade; and

1.2 References in this Schedule to Paragraphs are to the paragraphs of this Schedule, unless otherwise stated.

2 Helpdesk

2.1 Quadrotech will make available, during Business Hours, an email based helpdesk facility for the purposes of:

- a) assisting the Customer with the configuration of the Platform and the integration of the Platform with the Customer's other systems;
- b) assisting the Customer with the proper use of the Platform; and/or
- c) determining the causes of errors and fixing errors in the Platform.

2.2 Subject to Paragraph 2.3, the Customer must make all requests for Support Services through the helpdesk, and all such requests must include at least the following information: Detailed description of the problem and contact information.

2.3 Quadrotech will use reasonable endeavours to ensure that a member of its support staff can be reached outside Business Hours in the case of an emergency.

3 Response and resolution times

3.1 Quadrotech will:

- a) respond to requests for Support Services made through the helpdesk; and
- b) use reasonable endeavours to resolve issues raised by the Customer, in accordance with the following response time matrix.

Severity	Examples	Response time	Resolution time
Critical	Platform inaccessibility	8hrs	24hrs
Moderate	Feature not working as expected, Incorrect information being displayed	24hrs	48hrs
Minor	Questions	48hrs	As soon as reasonably possible

3.2 Quadrotech will determine, acting reasonably, in to which severity category an issue raised through the Support Services falls.

3.3 All Support Services will be provided remotely unless expressly agreed otherwise by Quadrotech.

4 Limits on Support Services

4.1 Quadrotech shall have no obligation under this Agreement to provide Support Services in respect of any fault or error caused by:

- a) the improper use of the Platform; or
- b) the use of the Platform otherwise than in accordance with the Documentation.

5 Upgrades

5.1 The Customer acknowledges that from time to time during the Term Quadrotech may apply Upgrades to the Platform, and that such Upgrades may result in changes to the appearance and/or functionality of the Platform.

5.2 The Customer shall not be subject to any additional Charges arising out of the application of the Upgrade unless explicitly stated in writing by Quadrotech.

6 Uptime commitment

6.1 Quadrotech shall use reasonable endeavours to ensure that the Platform is available the majority of the time during each calendar month, subject to Paragraph 8.

7 Back-up and restoration

7.1 Subject to Paragraph 7.2, Quadrotech will:

- a) make back-ups of the Customer Materials stored on the Platform on a daily basis, and will retain such back-ups for at least 30 days; and
- b) at least once every day, Quadrotech will arrange for a current back-up of the Customer Materials stored on the Platform.

7.2 Quadrotech may not make back-ups of any and all information that can be recreated or acquired through other means, including but not limited to information that can be re-collected from Microsoft Office 365.

7.3 In the event of the loss of, or corruption of, Customer Materials stored on the Platform being notified by the Customer to Quadrotech under Paragraph 2, Quadrotech shall if so directed by the Customer use reasonable endeavours promptly to restore the Customer Materials from the most recent available back-up copy.

8 Scheduled maintenance

- 8.1 Quadrotech may suspend access to the Platform in order to carry out scheduled maintenance, such maintenance to be carried out outside Business Hours and such suspension to be for not more than 8 hours in each calendar month.
- 8.2 Platform downtime during scheduled maintenance carried out by Quadrotech in accordance with this Paragraph 8 shall not be counted as downtime for the purposes of Paragraph 6.

9 Accuracy of Data

- 9.1 Subject to Paragraph 9.2, Quadrotech will:
- a) endeavour to collect Data from Microsoft on behalf of the Customer at least once every 24 hours, where the time of collection is decided by Quadrotech;
 - b) ensure that the Data presented to the Customer is accurate and true;
 - c) not in any way manipulate or change the Data presented to the Customer.
- 9.2 The Customer acknowledges:
- a) that the Data provided by Quadrotech has been sourced from Microsoft and that it does not hold Quadrotech responsible for any inaccuracies or defects of any Data presented to the Customer;
 - b) that from time to time Quadrotech may not be able to collect Data from Microsoft due to a Force Majeure Event or Service affecting issues outside of Quadrotech's control.

Schedule 3 – Charges

1 Introduction

- 1.1 References in this Schedule to Paragraphs are to the paragraphs of this Schedule, unless otherwise stated.
- 1.2 The Charges in respect of access to and use of the Platform shall be made up of a fixed Charge specified in either the Invoice provided by Quadrotech to the Customer (Invoice Subscription) or through the automatic payment system (Recurring Subscription).
- 1.3 The terms specific to Invoice Subscriptions and Recurring Subscriptions are set out in Sections 2 and 3 respectively below.

2 Invoice Subscription

- 2.1 For Invoice Subscriptions the Charge will be the amount specified in the Customer invoice plus Tax, which shall be invoiced by Quadrotech at any time following the commencement of the Agreement period in respect of which the licence Charges are incurred.
- 2.2 Where the Customer has an Invoice Subscription the Customer will pay the Charges to Quadrotech within 30 days of the date of issue of an invoice issued in accordance with paragraph 2.1.
- 2.3 This Charge may be amended by Quadrotech at any time during the Agreement should the Customer increase or decrease their Microsoft Office 365 licensed user numbers by more than 5% of the number of licensed users for which the Customer is licensed (a "Licence True-Up"). This price amendment may either increase or decrease the price.

3 Recurring Subscription

- 3.1 Recurring Subscriptions are available where the Customer falls into one of the fixed pricing tiers specified on the product pricing page of the Quadrotech website based on the number of Microsoft Office 365 users on the Customer tenant.
- 3.2 For a Recurring Subscription the Charge will be the amount specified in the automatic payment system available, where applicable, through the Platform. This process will specify the Charge, which can be paid by the Customer by providing credit card details.
- 3.3 After the first payment in a Recurring Subscription is made by the Customer, the Customer's credit card will be re-billed and the subscription automatically renewed each time the subscription period ends.
- 3.4 The Customer may cancel a Recurring Subscription at any time by cancelling the Customer Account on the Platform. Where the Customer cancels a subscription no refund will be payable by Quadrotech.
- 3.5 The Charge may be amended by Quadrotech at any time during the Agreement should the Customer increase or decrease their Microsoft Office 365 user numbers beyond the maximum number for which the Customer is licensed within the relevant pricing tier. Where the Charge is amended the Customer will automatically be charged at the relevant new rate when the Customer's subscription ends.

4 Other Charges

- 4.1 In addition to the Charges detailed in Sections 2 and 3 above, Quadrotech will invoice in respect of, and the Customer shall pay to Quadrotech all other Charges that are agreed between the parties in writing from time to time.

Schedule 4 – Acceptable Use Policy

1 This Policy

1.1 This Acceptable Use Policy (the "**Policy**") sets out the rules governing the use of our web services (the "**Service**") and any content that you may submit to the Service ("**Content**").

1.2 By using the Service, you agree to the rules set out in this Policy.

2 General restrictions

2.1 You must not use the Service in any way that causes, or may cause, damage to the Service or impairment of the availability or accessibility of the Service, or any of the areas of, or services on, the Service.

2.2 You must not use the Service:

- a) in any way that is unlawful, illegal, fraudulent or harmful; or
- b) in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

3 Unlawful and illegal material

3.1 You must not use the Service to store, host, copy, distribute, display, publish, transmit or send Content that is illegal or unlawful, or that will or may infringe a third party's legal rights, or that could give rise to legal action whether against you or Quadrotech or a third party (in each case in any jurisdiction and under any applicable law).

3.2 Content (and its publication on the Service) must not:

- a) be libellous or maliciously false;
- b) be obscene or indecent;
- c) infringe any copyright, moral rights, database rights, trade mark rights, design rights, rights in passing off, or other intellectual property rights;
- d) infringe any rights of confidence, rights of privacy, or rights under data protection legislation;
- e) constitute negligent advice or contain any negligent statement;
- f) constitute an incitement to commit a crime;
- g) be in contempt of any court, or in breach of any court order;

- h) be in breach of racial or religious hatred or discrimination legislation;
- i) be blasphemous;
- j) be in breach of official secrets legislation; or
- k) be in breach of any contractual obligation owed to any person.

You must not submit any Content that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.

4 Data mining

- 4.1 You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to the Service without our express written consent.

5 Graphic material

- 5.1 Content must not depict violence in an explicit, graphic or gratuitous manner.
- 5.2 Content must not be pornographic or sexually explicit, or consist of or include explicit, graphic or gratuitous material of a sexual nature.

6 Harmful software

- 6.1 You must not use the Service to promote or distribute any viruses, Trojans, worms, root kits, spyware, adware or any other harmful software, programs, routines, applications or technologies.
- 6.2 You must not use the Service to promote or distribute any software, programs, routines, applications or technologies that will or may negatively affect the performance of a computer or introduce significant security risks to a computer.

7 Factual accuracy

- 7.1 Content must not be untrue, false, inaccurate or misleading.
- 7.2 Statements of fact contained in the Content must be true; and statements of opinion contained on the Content must be truly held and where possible based upon facts that are true.

8 Negligent advice

- 8.1 Content must not consist of or contain any instructions, advice or other information that may be acted upon and could, if acted upon, cause:
 - a) illness, injury or death; or

- b) any other loss or damage.

9 Marketing and spam

- 9.1 You must not use the Service for any purposes related to marketing, advertising, promotion, or the supply and/or sale of goods and/or services.
- 9.2 Content must not constitute spam.
- 9.3 You must not use the Service to transmit or send unsolicited commercial communications.
- 9.4 You must not use the Service to market, distribute or post chain letters, ponzi schemes, pyramid schemes, matrix programs, "get rich quick" schemes or similar schemes, programs or materials.

10 Gambling

- 10.1 You must not use the Service for any purpose related to gambling, gaming, betting, lotteries, sweepstakes, prize competitions or any gambling-related activity.

11 Professional advice

- 11.1 You must not use the Service to provide any legal, financial, investment, taxation, accountancy, medical or other professional advice or advisory services.

12 Netiquette

- 12.1 Content must be appropriate, civil, tasteful and accord with generally accepted standards of etiquette and behaviour on the internet.
- 12.2 Content must not be grossly offensive, deceptive, threatening, abusive, harassing, or menacing, hateful, discriminatory or inflammatory.
- 12.3 Content should not cause annoyance, inconvenience or needless anxiety.
- 12.4 Do not flame or conduct flame wars on the Service ("flaming" is the sending hostile messages intended to insult, in particular where the message is directed at a particular person or group of people).
- 12.5 Do not troll on the Service ("trolling" is the practice of deliberately upsetting or offending other users).
- 12.6 You must not flood the Service with Content focusing upon one particular subject or subject area, whether alone or in coordination with other users.
- 12.7 Content must not duplicate existing Content on the Service.

- 12.8 You must submit Content to the appropriate part of the Service.
- 12.9 Do not unnecessarily submit textual content in CAPITAL LETTERS.
- 12.10 You should use appropriate and informative titles for all Content.
- 12.11 You must at all times be courteous and polite to other Service users.

13 Hyperlinks

- 13.1 You must not link to any website or web page containing material that would, were it posted on the Service, breach the preceding terms of this Policy.

14 Breaches of this Policy

- 14.1 We reserve the right to edit or remove any Content in our sole discretion for any reason, without notice or explanation.
- 14.2 Without prejudice to this general right and our other legal rights, if you breach this Policy in any way, or if we reasonably suspect that you have breached this Policy in any way, we may:
 - a) delete or edit any of your Content;
 - b) send you one or more formal warnings;
 - c) temporarily suspend your access to a part or all of the Service; and/or
 - d) permanently prohibit you from using a part or all of the Service.

15 Banned users

- 15.1 Where we suspend or prohibit your access to the Service or a part of the Service, you must not take any action to circumvent such suspension or prohibition (including without limitation using a different account).

16 Monitoring

- 16.1 Notwithstanding the provisions of this Policy, we do not actively monitor Content.

17 Report abuse

- 17.1 If you become aware of any material on the Service that contravenes this Policy, please notify Quadrotech by email.