<u>**SOFTWARE AS A SERVICE AGREEMENT**</u>

This LICENCE AGREEMENT ("<u>Agreement</u>") is entered into on accessing the software online (the "Effective Date") by and between QED Advanced Systems, a Limited Company whose registered address is located at 22 Bridgwater Court, Weston-super-Mare, England, BS24 9AY ("<u>Vendor</u>") and the entity executing this Agreement ("<u>Customer</u>"). Customer's use of and Vendor's provision of Vendor's System (as defined below in Section 1.6) are governed by this Agreement.

EACH PARTY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS, AND THAT THE PERSON CONSENTING TO THIS AGREEMENT ON CUSTOMER'S BEHALF REPRESENTS THAT HE OR SHE HAS THE AUTHORITY TO BIND THE CUSTOMER TO THIS AGREEMENT.

1.<u>**DEFINITIONS**</u>. The following capitalized terms will have the following meanings whenever used in this Agreement.

1.1. "<u>AUP</u>" means Vendor's acceptable use policy currently posted at as set forth in Article 5.

1.2. "<u>Customer Data</u>" means data in electronic form input or collected through the System by or from Customer, including without limitation by Customer's Users.

1.3. "<u>Documentation</u>" means any operating manuals, user instructions, online help material, technical literature and other related materials of Vendor as may be supplied to the Customer (from time to time) to assist the Client in its use of the System.

1.4. "<u>Order</u>" means an order for access to the System.

1.5. "<u>Privacy Policy</u>" means Vendor's privacy policy, currently posted at www.resourcexpress.com.

1.6. "<u>System</u>" means any systems used by Vendor in the provision of services under this Agreement, including those systems used to store, process or transmit any data or information whether held electronically, on paper or in any other form.

1.7. "<u>SLA</u>" means Vendor's standard service level agreement as in schedule A of this document.

1.8. "<u>Term</u>" is defined in Section 9.1 below.

1.9. "<u>User</u>" means any individual who uses the System on Customer's behalf or through Customer's account or passwords, whether authorized or not.

2.<u>**THE SYSTEM**</u>.

2.1. <u>Use of the System</u>. During the Term, Customer may access and use the System pursuant to the terms of any outstanding Order, including such features and functions as the Order requires.

2.2. <u>Service Levels</u>. Vendor shall provide the remedies listed in the SLA for any failure of the System listed in the SLA. Such remedies are Customer's sole remedy for any failure of the System, and Customer recognizes and agrees that if the SLA does not list a remedy for a given failure, it has no

remedy. Credits issued pursuant to the SLA apply to outstanding or future invoices only and are forfeit upon termination of this Agreement. Vendor is not required to issue refunds or to make payments against such credits under any circumstances, including without limitation after termination of this Agreement.

2.3. <u>Documentation</u>: Customer may reproduce and use the Documentation solely as necessary to support Users' use of the System.

2.4. <u>System Revisions</u>. Vendor may revise System features and functions or the SLA at any time, including without limitation by removing such features and functions or reducing service levels. If any such revision to the System materially reduces features or functionality provided pursuant to an Order, Customer may terminate this Agreement in accordance with Section 9.1.

3.**SYSTEM FEES.** Customer shall pay Vendor or Vendor's authorized reseller on behalf of the vendor the fee set forth in each Order (the "Subscription Fee") for each Term. Vendor or vendor's authorized reseller will not be required to refund the Subscription Fee under any circumstances.

4.**CUSTOMER DATA & PRIVACY**.

4.1. <u>Use of Customer Data</u>. Unless it receives Customer's prior written consent, Vendor: (a) shall not access, process, or otherwise use Customer Data other than as necessary to facilitate the System; and (b) shall not intentionally grant any third party access to Customer Data, including without limitation Vendor's other customers, except subcontractors that are subject to a reasonable nondisclosure agreement. Notwithstanding the foregoing, Vendor may disclose Customer Data as required by applicable law or by proper legal or governmental authority. Vendor shall give Customer prompt notice of any such legal or governmental demand and reasonably cooperate with Customer in any effort to seek a protective order or otherwise to contest such required disclosure, at Customer's expense.

4.2. <u>Privacy Policy</u>. The Privacy Policy applies only to the System and does not apply to any third party website or service linked to the System or recommended or referred to through the System or by Vendor's staff.

4.3. <u>Risk of Exposure</u>. Customer recognizes and agrees that hosting data online involves risks of unauthorized disclosure or exposure and that, in accessing and using the System, Customer assumes such risks. Vendor offers no representation, warranty, or guarantee that Customer Data will not be exposed or disclosed through errors or the actions of third parties.

4.4. <u>Data Accuracy</u>. Vendor will have no responsibility or liability for the accuracy of data uploaded to the System by Customer, including without limitation Customer Data and any other data uploaded by Users.

4.5. Data Deletion. Vendor may, without any responsibility or liability to the Customer, permanently erase Customer Data if Customer's account is delinquent, suspended, or terminated for 30 days or more. The following list details how we store and dispose of system data:

Bookings - up to 6 months old data kept in Live table and 6 months prior to that kept in Archive table.

Device Connectivity Log - All data deleted every morning

Qubi Activity Log - up to 1 day old data kept in Live table and 1 day prior to that kept in Archive table

Resource Messages - up to 6 months old data kept in Live table and 6 months prior to that kept in Archive table.

Equipment Problems - up to 6 months old data kept in Live table and 6 months prior to that kept in Archive table.

O365 Graph Subscriptions - up to 5 days old data kept in Live table. There is no archive data.

Scheduler Info - up to 1 day old data kept in Live table. There is no archive data.

Audit Log - up to 3 months old data kept in Live table and 3 months prior to that kept in Archive table.

User Login History - up to 3 months old data kept in Live table and 3 months prior to that kept in Archive table.

4.6. Excluded Data. Customer represents and warrants that Customer Data does not and will not include, and Customer has not and shall not upload or transmit to Vendor's computers or other media, any data ("Excluded Data") violative of local, state and federal laws concerning the use of information, data, privacy, and personally identifiable information (the "Excluded Data Laws"). CUSTOMER RECOGNIZES AND AGREES THAT: (a) VENDOR HAS NO LIABILITY FOR ANY FAILURE TO PROVIDE PROTECTIONS SET FORTH IN THE EXCLUDED DATA LAWS OR OTHERWISE TO PROTECT EXCLUDED DATA; AND (b) VENDOR'S SYSTEMS ARE NOT INTENDED FOR MANAGEMENT OR PROTECTION OF EXCLUDED DATA AND MAY NOT PROVIDE ADEQUATE OR LEGALLY REQUIRED SECURITY FOR EXCLUDED DATA.

4.7. Aggregate & Anonymized Data. Notwithstanding the provisions above of this Article 4, Vendor may use, reproduce, sell, publicize, or otherwise exploit Aggregate Data in any way, in its sole discretion. ("Aggregate Data" refers to Customer Data with the following removed: personally identifiable information and the names and addresses of Customer and any of its Users or customers.)

5.**CUSTOMER'S RESPONSIBILITIES & RESTRICTIONS**.

5.1. Acceptable Use. Customer shall comply with the AUP as set forth in this Article 5. Customer shall not: (a) allow third parties to exploit the System; (b) provide System passwords or other log-in information to any third party; (c) share non-public System features or content with any third party; or (d) access the System in order to build a competitive product or service, to build a product using similar ideas, features, functions or graphics of the System, or to copy any ideas, features, functions or graphics of the System. In the event that it suspects any breach of the requirements of this Section 5.1, including without limitation by Users, Vendor may suspend or permanently terminate Customer's access to the System without advanced notice, in addition to such other remedies as Vendor may have including, but not limited to, termination of this Agreement. Neither this Agreement nor the AUP requires that Vendor take any action against Customer or any User or other

third party for violating the AUP, this Section 5.1, or this Agreement, but Vendor is free to take any such action it sees fit.

5.2. <u>Unauthorized Access</u>. Customer shall take reasonable steps to prevent unauthorized access to the System, including without limitation by protecting its passwords and other log-in information. Customer shall notify Vendor immediately of any known or suspected unauthorized use of the System or breach of its security and shall use best efforts to stop said breach.

5.3. <u>Compliance with Laws</u>. In its use of the System, Customer shall comply with all applicable laws, including without limitation laws governing the protection of personally identifiable information and other laws applicable to the protection of Customer Data.

5.4. <u>Users & System Access</u>. The parties acknowledge and agree that the Customer may give access to the System to employees of its third party IT service provider and other third party consultants and/or contractors and that such access and use of the System shall not in any way be prohibited by Article 5.1 or this Agreement, provided that such access and use is in accordance with the terms of this Agreement. Customer is responsible and liable for: (a) Users' use of the System, including without limitation unauthorized User conduct and any User conduct that would violate the AUP or the requirements of this Agreement applicable to Customer; and (b) any use of the System through Customer's account, whether authorized or unauthorized.

6. <u>**INTELLECTUAL PROPERTY & FEEDBACK**</u>.

6.1. <u>Intellectual Property Rights to the System</u>. Vendor retains all right, title, and interest in and to the System, including without limitation all software used to provide the System and all Vendor graphics, user interfaces, logos, and trademarks reproduced through the System. This Agreement does not grant Customer any intellectual property license or rights in or to the System or any of its components. Customer recognizes that the System and its components are protected by copyright and other laws. Customer owned or generated graphics and logos (including without limitation any floorplans or maps created in or by and/or integrated into the System) will remain the property of the Customer.

6.2. <u>Feedback</u>. Vendor has not agreed to and does not agree to treat as confidential any Feedback (as defined below) Customer or Users provide to Vendor, and nothing in this Agreement or in the parties' dealings arising out of or related to this Agreement will restrict Vendor's right to use, profit from, disclose, publish, keep secret, or otherwise exploit Feedback, without compensating or crediting Customer or the User in question. Notwithstanding the provisions of Article 7 below, Feedback will not be considered Confidential Information. ("<u>Feedback</u>" refers to any suggestion or idea for improving or otherwise modifying any of Vendor's products or services.)

6.3. <u>**CONFIDENTIAL INFORMATION**</u>. "<u>Confidential Information</u>" refers to the following items Vendor discloses to Customer: (a) any document Vendor marks "Confidential"; (b) any information Vendor orally designates as "Confidential" at the time of disclosure, provided Vendor confirms such designation in writing within 7 business days; (c) the Documentation, whether or not marked or designated confidential; and (d) any other nonpublic, sensitive information Customer should reasonably consider a trade secret or otherwise confidential. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is in Customer's possession at the

time of disclosure; (ii) is independently developed by Customer without use of or reference to Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of Customer's improper action or inaction; or (iv) is approved for release in writing by Customer. Customer is on notice that the Confidential Information may include Vendor's valuable trade secrets.

6.4. <u>Nondisclosure</u>. Customer shall not use Confidential Information for any purpose other than for use of the System in accordance with this Agreement (the "<u>Purpose</u>"). Customer: (a) shall not disclose Confidential Information to any employee or contractor of Customer unless such person needs access in order to facilitate the Purpose and executes a nondisclosure agreement with Customer with terms no less restrictive than those of this Article 6; and (b) shall not disclose Confidential Information to any other third party without Vendor's prior written consent. Without limiting the generality of the foregoing, Customer shall protect Confidential Information with the same degree of care it uses to protect its own confidential information of similar nature and importance, but with no less than reasonable care. Customer shall promptly notify Vendor of any misuse or misappropriation of Confidential Information that comes to Customer's attention. Notwithstanding the foregoing, Customer may disclose Confidential Information as required by applicable law or by proper legal or governmental authority. Customer shall give Vendor prompt notice of any such legal or governmental demand and reasonably cooperate with Vendor in any effort to seek a protective order or otherwise to contest such required disclosure, at Vendor's expense.

6.5. <u>Injunction</u>. Customer agrees that breach of this Article 6 would cause Vendor irreparable injury, for which monetary damages would not provide adequate compensation, and that in addition to any other remedy, Vendor will be entitled to injunctive relief against such breach or threatened breach, without proving actual damage or posting a bond or other security.

6.6. <u>Termination & Return</u>. With respect to each item of Confidential Information, the obligations of Section 6.4 above (*Nondisclosure*) will terminate 5 years after the date of termination of this Agreement or Customer's use of the System; provided that such obligations related to Confidential Information constituting Vendor's trade secrets will continue so long as such information remains subject to trade secret protection pursuant to applicable law. Upon termination of this Agreement and on request from Vendor, Customer shall return all copies of Confidential Information to Vendor or certify, in writing, the destruction thereof.

6.7. <u>Retention of Rights</u>. This Agreement does not transfer ownership of Confidential Information or grant a license thereto. Vendor will retain all right, title, and interest in and to all Confidential Information.

7.**REPRESENTATIONS & WARRANTIES.**

7.1. <u>From Vendor</u>. Vendor represents and warrants that it is the owner of the System and of each and every component thereof, or the recipient of a valid license thereto, and that it has and will maintain the full power and authority to grant the rights granted in this Agreement without the further consent of any third party; provided, however, Vendor's representations and warranties do not apply to use of the System in combination with hardware or software not provided by Vendor. In the event of a breach of the warranty in this Section 7.1, Vendor, at its own expense, shall promptly take the following actions: (a) secure for Customer the right to continue using the System; (b) replace or

modify the System to make it non-infringing; or (c) terminate the infringing features of the Service and refund to Customer any prepaid fees for such features, in proportion to the portion of the Term left after such termination. In conjunction with Customer's right to terminate for breach where applicable, the preceding sentence states Vendor's sole obligation and liability, and Customer's sole remedy, for breach of the warranty in this Section 7.1 and for potential or actual intellectual property infringement by the System.

7.2. <u>From Customer</u>. Customer represents and warrants that: (a) it has the full right and authority to enter into, execute, and perform its obligations under this Agreement and that no pending or threatened claim or litigation known to it would have a material adverse impact on its ability to perform as required by this Agreement; (b) it has accurately identified itself and it has not provided any inaccurate information about itself to or through the System; and (c) it is a corporation, the sole proprietorship of an individual 18 years or older, or another entity authorized to do business pursuant to applicable law.

7.3. <u>Warranty Disclaimers</u>. Except to the extent set forth in the SLA and in Section 7.1 above, CUSTOMER ACCEPTS THE SYSTEM "AS IS" AND AS AVAILABLE, WITH NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, OR ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING: (a) VENDOR HAS NO OBLIGATION TO INDEMNIFY OR DEFEND CUSTOMER OR USERS AGAINST CLAIMS RELATED TO INFRINGEMENT OF INTELLECTUAL PROPERTY; (b) VENDOR DOES NOT REPRESENT OR WARRANT THAT THE SYSTEM WILL PERFORM WITHOUT INTERRUPTION OR ERROR; AND (c) VENDOR DOES NOT REPRESENT OR WARRANT THAT THE SYSTEM IS SECURE FROM HACKING OR OTHER UNAUTHORIZED INTRUSION OR THAT CUSTOMER DATA WILL REMAIN PRIVATE OR SECURE.

7.4. **INDEMNIFICATION.** Customer shall defend, indemnify, and hold harmless Vendor and the Vendor Parties (as defined below) against any "<u>Indemnified Claim</u>," meaning any third party claim, suit, or proceeding arising out of or related to Customer's alleged or actual use of, misuse of, or failure to use the System, including without limitation: (a) claims by Users or by Customer's employees, as well as by Customer's own customers; (b) claims related to unauthorized disclosure or exposure of personally identifiable information or other private information, including Customer Data; (c) claims related to infringement or violation of a copyright, trademark, trade secret, or privacy or confidentiality right by written material, images, logos or other content uploaded to the System through Customer's account, including without limitation by Customer Data; and (d) claims that use of the System through Customer's account harasses, defames, or defrauds a third party or violates any law or restriction on electronic advertising. Indemnified Claims include, without limitation, claims arising out of or related to Vendor's negligence. Customer's obligations set forth in this Article 7.4 include retention and payment of attorneys and payment of court costs, as well as settlement at Customer's expense and payment of judgments. Vendor will have the right, not to be exercised unreasonably, to reject any settlement or compromise that requires that it admit wrongdoing or liability or subjects it to any ongoing affirmative obligations. (The "<u>Vendor Parties</u>" are Vendor's officers, directors, shareholders, parents, subsidiaries, agents, successors, and assigns.)

8. LIMITATION OF LIABILITY.

8.1. <u>Dollar Cap</u>. VENDOR'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED the Subscription Fee amounts paid by Customer during the twelve (12) months immediately preceding the occurrence of the event giving rise to Vendor's liability.

8.2. <u>Exclusion of Consequential Damages</u>. IN NO EVENT WILL VENDOR BE LIABLE TO CUSTOMER FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT.

8.3. <u>Clarifications & Disclaimers</u>. THE LIABILITIES LIMITED BY THIS ARTICLE 8 APPLY: (a) TO LIABILITY FOR NEGLIGENCE; (b) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT PRODUCT LIABILITY, OR OTHERWISE; (c) EVEN IF VENDOR IS ADVISED IN ADVANCE OF THE POSSIBILITY OF THE DAMAGES IN QUESTION AND EVEN IF SUCH DAMAGES WERE FORESEEABLE; AND (d) EVEN IF CUSTOMER'S REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. If applicable law limits the application of the provisions of this Article 8, Vendor's liability will be limited to the maximum extent permissible. For the avoidance of doubt, Vendor's liability limits and other rights set forth in this Article 8 apply likewise to Vendor's affiliates, licensors, suppliers, advertisers, agents, sponsors, directors, officers, employees, consultants, and other representatives.

9. Term & Termination.

9.1. <u>Term</u>. The term of this Agreement (the "<u>Term</u>") will commence on the Effective Date and continue for the period set forth in the Order or, if none, indefinitely until either party terminates upon thirty (30) days' advance written notice (unless otherwise terminated earlier in accordance with Section 9.2). Customer may terminate this Agreement upon giving thirty (30) days' notice in writing to the Vendor, in the event that any revision to the System made by the Vendor pursuant to Article 2.4 materially reduces features or functionality of the System provided pursuant to an Order.

9.2. *<u>Termination for Cause</u>*. Vendor may terminate this Agreement, effective immediately, upon: (i) Customer's material breach of this Agreement; (ii) the institution of any insolvency, bankruptcy or similar proceeding by or against the Customer; (iii) an assignment for the benefit of creditors by Customer; (iv) the appointment of a receiver over assets, an attachment of assets lasting more than thirty (30) days against Customer; or, (v) the Customer ceases to conduct its business operations in the ordinary course of business.

9.3. <u>Effects of Termination</u>. Upon termination of this Agreement, Customer shall cease all use of the System and delete, destroy, or return all copies of the Documentation in its possession or control. The following provisions will survive termination or expiration of this Agreement: (a) any obligation of Customer to pay Subscription Fees, or other fees, incurred before termination; (b) Articles and Sections 6 (*IP & Feedback*), 6.3 (*Confidential Information*), 7.3 (*Warranty Disclaimers*), 7.3 (*Indemnification*), and 8 (*Limitation of Liability*); and (c) any other provision of this Agreement that must survive to fulfill its essential purpose.

10. MISCELLANEOUS.

10.1. <u>Independent Contractors</u>. The parties are independent contractors and shall so represent themselves in all regards. Neither party is the agent of the other, and neither may make commitments on the other's behalf.

10.2. <u>Notices</u>. Vendor or Customer may send notices pursuant to this Agreement to email contact provided, and such notices will be deemed received upon sending. Customer may send postal notices pursuant to this Agreement to (which such notices deemed received 72 hours after they are sent):

Vendor: QED Advanced Systems Limited
22 Bridgwater Court,
Weston-super-Mare,
England, BS24 9AY
Email: info@qedas.com

Customer: Authorized users of
ResourceXpress
software (On premise or
SaaS)

10.3. <u>Force Majeure</u>. No delay, failure, or default, other than a failure to pay fees when due, will constitute a breach of this Agreement to the extent caused by acts of war, terrorism, hurricanes, earthquakes, other acts of god or of nature, strikes or other labor disputes, riots or other acts of civil disorder, embargoes, or other causes beyond the performing party's reasonable control.

10.4. <u>Assignment & Successors</u>. Customer may not assign this Agreement or any of its rights or obligations hereunder without Vendor's express written consent (which shall not be unreasonably withheld, conditioned or delayed). Except to the extent forbidden in this Section 10.4, this Agreement will be binding upon and inure to the benefit of the parties' respective successors and assigns.

10.5. <u>Severability</u>. To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.

10.6. <u>No Waiver</u>. Neither party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than by an authorized representative in an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any other breach of this Agreement.

10.7. <u>Choice of Law & Jurisdiction</u>: This Agreement is governed by and interpreted in accordance with English law. Any disputes or claims relating to this Agreement shall be subject to the exclusive jurisdiction of the English Courts.

10.8. <u>Conflicts</u>. In the event of any conflict between this Agreement and any Vendor policy posted online, including without limitation the AUP or Privacy Policy, the terms of this Agreement will govern.

10.9. <u>Construction</u>. This Agreement will not be construed in favor of or against either party by reason of authorship.

10.10. <u>Entire Agreement</u>. This Agreement together with the Data Processor Agreement entered into by the parties on or around the date of this Agreement sets forth the entire agreement of the parties and supersedes all prior or contemporaneous writings, negotiations, and discussions with respect to its subject matter. Neither party has relied upon any such prior or contemporaneous communications.

10.11. <u>Amendment</u>. Vendor may amend this Agreement from time to time by posting an amended version at its Website and sending Customer written notice thereof. Such amendment will be deemed accepted and become effective thirty (30) days after such notice. Customer's continued use of the Service following the effective date of an amendment will confirm Customer's consent thereto. This Agreement may not be amended in any other way except through a written agreement by authorized representatives of each party. Notwithstanding the foregoing provisions of this Section 10.11, Vendor may revise the Privacy Policy and AUP at any time by posting a new version of either at the Website, and such new version will become effective on the date it is posted.

Schedule A

Services Level Agreement and Support Terms

This Schedule is part of the "SOFTWARE AS A SERVICE AGREEMENT" (the "Agreement") entered into by and between QED Advanced Systems Limited ("Licensor") and Licensee, as such terms are defined in the Agreement. Licensor reserves the right to make reasonable modifications to this policy at any time by emailing a new version of this document to Licensee or by posting it on Licensor's website at www.resourcexpress.com. Revisions are effective immediately.

Licensor's Services Level Agreement ("SLA") is to provide the Licensee with uninterrupted access to the purchased Services 99.9% of the time. In the event that the Monthly Uptime of the Licensed Program is less than 99.9%, Licensee will be eligible for a Services Credit against its prorated Services subscription fee for that month in the amount set forth in this table:

Monthly Uptime Credit

90.0% - 99.8% - 10%

85.0% - 89.9% - 20%

84.9% or less - 30%

Services Credits: Services Credits are limited to the prorated subscription fee of the Services corresponding to the calendar month in which the Monthly Uptime is less than 99.9%. In order to receive a Services Credit, the Licensee must notify Licensor by logging a fault with the helpdesk within 24 hours of an outage, and Licensor must verify that the outage was a result of Unscheduled Downtime. Further, the Licensee must submit an e-mail request for a credit, including the ticket number (relating to the original fault), to Licensor within ten (10) days of logging the fault. Should the Licensee not claim the credit during this period, the Licensee will be deemed to have waived the credit.

Monthly Uptime: Monthly Uptime means the percentage calculated as 100% less the ratio of total Unscheduled Downtime in a given calendar month to the total number of hours in that month, rounded to the nearest one-tenth percent (0.1%). For example, if total Unscheduled Downtime is 1.5 hours during a given calendar month, and total number of hours in that month is 744, the Monthly Uptime would be 99.8% (100% - (1.5 / 744)).

Unscheduled Downtime: Unscheduled Downtime is defined as a period of time where the Services are unavailable to the Licensee. Unscheduled Downtime does not include periods where the Services is unavailable to the Licensee as a result of: (a) Scheduled Maintenance, (b) interruptions caused by the negligence, error or omission of Licensee or others authorized by Licensee to use or modify the Services, (c) Licensee's applications, equipment, or facilities including Licensee premise wiring, (d) acts or omissions of Licensee, or any use of the Services authorized by Licensee, (e) reasons of Force Majeure (as defined in the Agreement, (f) interruptions from Licensee's use of Services in violation of section 5.1 (Acceptable Use), (g) interruptions resulting from a Licensor disconnect for non-payment, (h) problems in the Licensed Program application that do not preclude use of primary application functions, (i)

interruptions during any period when Licensee has released Services to Licensor for maintenance or rearrangement purpose, or for the installation of a Licensee service order; and/or interruptions during any period when Licensee elects not to release the Services(s) for testing and/or repair and continues to use the Services on an impaired basis. Unscheduled Downtime is measured from the time Services unavailability is reported to Licensor to the time that Services availability is restored.

Scheduled Maintenance: Scheduled Maintenance shall mean any maintenance performed by Licensor or its Partners (a) for which Licensee is notified 48 hours in advance, or (b) that is performed during a standard maintenance window outside standard business hours (Mondays-Fridays) relating to where the server instance is hosted. Notice of Scheduled Maintenance will be provided to Licensee's designated point of contact by email. Licensee agrees that it is Licensee's obligation to make sure Licensor has correct contact information for Scheduled Maintenance notification purposes.

Support Terms: Licensor will respond as described below to logged faults that Licensee submits to Licensor during Business Hours via email to helpdesk@qedas.com or by phone in the US at 917 900 3721 or elsewhere +44(0)1934 836960. The specific contact mechanisms or phone number may change as Licensor may designate from time to time. "Fault" means (a) a material failure of Licensee supported Services to function in accordance with its documentation, or (b) any other alleged material defect in or malfunctioning of Licensee supported Services. "Business Hours" and "Business Day" means 05:00am – 11:00pm GMT (BST) Monday to Friday, excluding UK Public Holidays.

1   Contact with Licensor support must be channeled through named contact representatives who have been trained at Licensee's expense in the use of the software being used. When reporting a Fault, the named contact must describe it in reasonable detail, indicate the severity using the terminology set forth in the chart below, and specify any and all error messages observed. Licensor will use commercially reasonable efforts to respond to Licensee Fault reports within the times indicated below:

Priority	Failure Description	Standard Support
1	System-wide failure	4 business hour response to partner or customer via email, phone or remote connection
2	Single screen output or unit failure	8 business hour response to partner or customer via email, phone or remote connection
3	Feature not working, system bug, configuration or "How To" advice	16 business hour response to partner or customer via email, phone or remote connection
4	General requests i.e. new feature	No guaranteed response

2   Licensor's acknowledgements of Fault reports will contain either a resolution or a support plan describing the steps being taken by Licensor, and any steps that need to be taken by Licensee, to correct the Fault. If Licensor requests further information, Licensee must promptly provide the requested information. Information requested by Licensor may include, by way of example and not limitation, manuals related to Licensee hardware, network, or third party software; examples of software output; or configuration information, including
.ini files and database files. Licensor will use commercially reasonable efforts to correct, within a commercially reasonable period of time, any substantiated Fault in the unaltered software reported by Licensee as specified above. Licensor will determine the form of any Fault correction, which may include, by way of example and not limitation, an individual patch, a work around, or a maintenance release provided in the normal course of Licensor's maintenance release schedule.

3   Licensor provides support only for the most current major release of software and the immediately preceding major release. Licensor will have no obligation to attempt to correct reported Faults that (a) cannot be reproduced or verified or (b) result from (i) misuse of software by Licensee or others; (ii) modifications to software rendering it non- standard, regardless of who

performed the modifications; (iii) failure or interruption of electrical power; (iv) obsolescence of software due to changes in Licensee network, hardware, or third party software; or (v) an accident or other cause external to the software, including, but not limited to, problems or malfunctions related to Licensee network, hardware, or third party software. Licensor does not guarantee that all Faults will be corrected. Licensor will have no obligation to implement Licensee requests for changes or enhancements.

4   If Licensor responds to a reported Fault and it is determined to be outside the scope of Licensor's support obligations, Licensor may charge for its time and reasonable expenses responding to the reported Fault and Licensee must pay the charges. Licensor's time will be billed at its standard daily consulting rate in effect for such services at the time the services are rendered. Licensor's support services do not include Professional Software Service. These services are available for additional fees.

Schedule B

DATA PROCESSOR AGREEMENT

1. Introduction

1.1 This agreement re processing of personal data (the "**Data Processor Agreement**") regulates QED Advanced Systems Limited (the "**Data Processor**") processing of personal data on behalf of the client (the "**Data Controller**") and is attached as an addendum to the ResourceXpress EULA (SaaS licence terms as published with the application) in which the parties have agreed the terms for the Data Processor's delivery of services to the Data Controller.

2. Legislation

2.1 The Data Processor Agreement shall ensure that the Data Processor complies with the applicable data protection and privacy legislation for the location of the Data Controller (the "Applicable Law"), including in particular The **General Data Protection Regulation** (**GDPR**) (Regulation (EU) 2016/679), and as incorporated into UK law under the European Union (Withdrawal) Act 2018.

3. Processing of personal data

3.1 **Purpose:** The purpose of the processing under the Software as a Service Agreement is the provision of the Services by the Data Processor as specified in the Software as a Service Agreement.

3.2 In connection with the Data Processor's delivery of the Main Services to the Data Controller, the Data Processor will process certain categories and types of the Data Controller's personal data on behalf of the Data Controller.

3.3 "Personal data" includes "*any information relating to an identified or identifiable natural person*" as defined in GDPR, article 4 (1) (1) (the "Personal Data"). The categories and types of Personal Data processed by the Data Processor on behalf of the Data Controller are listed in sub- appendix A. The Data Processor only performs processing activities that are necessary and relevant to perform the Main Services. The parties shall update sub-appendix A whenever changes occur that necessitates an update.

3.4 The Data Processor shall have and maintain a register of processing activities in accordance with GDPR, article 32 (2).

4. Instruction

4.1 The Data Processor may only act and process the Personal Data in accordance with the documented instruction from the Data Controller (the "Instruction"), unless required by law to act without such instruction. The Instruction at the time of entering into this Data Processor Agreement (DPA) is that the Data Processor may only process the Personal Data with the purpose of delivering the Main Services as described in the Main Service Level Agreement. Subject to the terms of this DPA and with mutual agreement of the parties, the Data Controller may issue additional written instructions consistent with the terms of this Agreement. The Data Controller is responsible for ensuring that all individuals who provide written instructions are authorised to do so.

4.2 The Data Controller guarantees to process Personal Data in accordance with the requirements of Data Protection Laws and Regulations. The Data Controller's instructions for the processing of Personal Data shall comply with Applicable Law. The Data Controller will have sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which it was obtained.

4.3 The Data Processor will inform the Data Controller of any instruction that it deems to be in violation of Applicable Law and will not execute the instructions until they have been confirmed or modified.

5. The Data Processor's obligations

5.1 Confidentiality

5.1.1 The Data Processor shall treat all the Personal Data as strictly confidential information. The Personal Data may not be copied, transferred or otherwise processed in conflict with the Instruction, unless the Data Controller in writing has agreed.

5.1.2 The Data Processor's employees shall be subject to an obligation of confidentiality that ensures that the employees shall treat all the Personal Data under this DPA with strict confidentiality.

5.1.3 Personal Data will only be made available to personnel that require access to such Personal Data for the delivery of the Main Services and this Data Processor Agreement.

5.1.4 The Data Processor shall also ensure that employees processing the Personal Data only process the Personal Data in accordance with the Instruction.

5.2 Security

5.2.1 The Data Processor shall implement the appropriate technical and organizational measures as set out in this Agreement and in the Applicable Law, including in accordance with GDPR, article 32. The security measures are subject to technical progress and development. The Data Processor may update or modify the security measures from time- to-time provided that such updates and modifications do not result in the degradation of the overall security.

5.2.2 The Data Processor shall provide documentation for the Data Processor's security measures if requested by the Data Controller in writing.

5.3 Data Protection Impact Assessments and Prior Consultation

5.3.1 If the Data Processor's assistance is necessary and relevant, the Data Processor shall assist the Data Controller in preparing data protection impact assessments in accordance with GDPR, article 35, along with any prior consultation in accordance with GDPR, article 36.

5.4 Rights of the Data Subjects

5.4.1 If the Data Controller receives a request from a data subject for the exercise of the data subject's rights under the Applicable Law and the correct and legitimate reply to such a request necessitates the Data Processor's assistance, the Data Processor shall assist the Data Controller by providing the necessary information and documentation. The Data Processor shall be given reasonable time to assist the Data Controller with such requests in accordance with the Applicable Law.

5.4.2 If the Data Processor receives a request from a data subject for the exercise of the data subject's rights under the Applicable Law and such request is related to the Personal Data of the Data Controller, the Data Processor must immediately forward the request to the Data Controller and must refrain from responding to the person directly.

5.5 Personal Data Breaches

5.5.1 The Data Processor shall give immediate notice to the Data Controller if a breach occurs, that can lead to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of or access to, personal data transmitted, stored or otherwise processed re the Personal Data processed on behalf of the Data Controller (a "Personal Data Breach").

5.5.2 The Data Processor shall make reasonable efforts to identify the cause of such a breach and take those steps as they deem necessary to establish the cause, and to prevent such a breach from reoccurring.

5.6 Documentation of Compliance and Audit Rights

5.6.1 Upon request by a Data Controller, the Data Processor shall make available to the Data Controller all relevant information necessary to demonstrate compliance with this DPA, and shall allow for and reasonably cooperate with audits, including inspections by the Data Controller or an auditor mandated by the Data Controller. The Data Controller shall give notice of any audit or document inspection to be conducted and shall make reasonable endeavours to avoid causing damage or disruption to the Data Processors premises, equipment and business in the course of such an audit or inspection. Any audit or document inspection shall be carried out with reasonable prior written notice of no less than 30 days, and shall not be conducted more than once a year.

5.6.2 The Data Controller may be requested to sign a non-disclosure agreement reasonably acceptable to the Data Processor before being furnished with the above.

5.7 Data Transfers

5.7.1 The Data Processor will ordinarily not transfer your data to countries outside the region of your selected Data Center (see Sub-processors, Sub-Appendix B) and will only do so as part of business continuity and disaster recovery (BCDR) measures. Typically, each Data Center is paired with another Data Center within the same geographical region.The Data Processor may not transfer or authorise the transfer of personal data to countries outside the United Kingdom, European Union, and/or European Economic Area (EEA) without the prior written consent of the Data Controller. If personal data processed under this Agreement is transferred from the UK, EU, or EEA to a country outside these regions, the Parties shall ensure that the personal data is adequately protected in accordance with applicable data protection laws.

To achieve this, the Parties agree that, unless otherwise agreed in writing, such transfers shall be governed by one of the following, as appropriate: The UK International Data Transfer Agreement (IDTA) for transfers from the UK. The EU-approved Standard Contractual Clauses (SCCs) for the transfer of personal data from the EU or EEA, supplemented by the UK Addendum where required for transfers from the UK. Any other valid transfer mechanism recognized under the applicable data protection laws of the UK, EU, or EEA. The Data Processor shall implement all necessary safeguards to ensure the protection of the personal data in compliance with the UK GDPR, EU GDPR, and other relevant data protection legislation.

6. Sub-Processors

6.1 The Data Processor is given general authorisation to engage third-parties to process the Personal Data ("Sub-Processors") without obtaining any further written, specific authorization from the Data Controller, provided that the Data Processor notifies the Data Controller in writing about the identity of a potential Sub-Processor (and its processors, if any) before any agreements are made with the relevant Sub-Processors and before the relevant Sub-Processor processes any of the Personal Data. If the Data Controller wishes to object to the relevant Sub- Processor, the Data Controller shall give notice hereof in writing within ten (10) business days from receiving the notification from the Data Processor. Absence of any objections from the Data Controller shall be deemed a consent to the relevant Sub-Processor.

6.2 In the event the Data Controller objects to a new Sub-Processor and the Data Processor cannot accommodate the Data Controller's objection, the Data Controller may terminate the Services by providing written notice to the Data Processor.

6.3 The Data Processor shall complete a written sub-processor agreement with any Sub-Processors. Such an agreement shall at minimum provide the same data protection obligations as the ones applicable to the Data Processor, including the obligations under this Data Processor Agreement. The Data Processor shall on an ongoing basis monitor and control its Sub-Processors' compliance with the Applicable Law. Documentation of such monitoring and control shall be provided to the Data Controller if so requested in writing.

6.4 The Data Processor is accountable to the Data Controller for any Sub-Processor in the same way as for its own actions and omissions.

6.5 The Data Processor is at the time of entering into this Data Processor Agreement using the Sub-Processors listed in sub-appendix B. If the Data Processor initiates sub-processing with a new Sub-Processor, such new Sub-Processor shall be added to the list in sub-appendix B under paragraph 2.

7. Limitation of Liability

7.1 The total aggregate liability to the Client, of whatever nature, whether in contract, tort or otherwise, of the Data Processor for any losses whatsoever and howsoever caused arising from or in any way connected with this engagement shall be subject to the "Limitation of Liability" clause set out in the EULA.

7.2 Nothing in this DPA will relieve the processor of its own direct responsibilities and liabilities under the GDPR.

8. Duration

8.1 The Data Processor Agreement shall remain in force until the Main Service Level Agreement is terminated.

9. Termination

9.1 Following expiration or termination of the Agreement, the Data Processor will delete or return to the Data Controller all Personal Data in its possession as provided in the Agreement except to the extent the Data Processor is required by Applicable law to retain some or all of the Personal Data (in which case the Data Processor will archive the data and implement reasonable measures to prevent the Personal Data from any further processing). The terms of this DPA will continue to apply to such Personal Data.

10. Contact

10.1 The contact information for the Data Processor is provided below, contact information for the Data Controller needs to be completed below during signing of agreement:

Data Processor:

QED Advanced Systems Limited
22 Bridgwater Court
Weston super Mare
BS24 9AY
United Kingdom
Contact: Andrew Fisher Tel: +44 (0)1934 836960
Email: dpo@qedas.com

Sub-appendix A

1. Personal Data

1.1 The Data Processor processes the following types of Personal Data in connection with its delivery of the Main Services:

Information on relevant employees from the Data Controller relevant for the processing of training. Namely:

a   First Name
b   Last Name
c   User Name
d   Alias Name
e   Email
f   Mobile No
g   Access Code
h   ID RFID Code
i   Locations
j   User Roles

1. Categories of data subjects

2.1 The Data Processor processes personal data about the following categories of data subjects on behalf of the Client:

1. Relevant contact details of the Data Controller
2. Data Controller's users of ResourceXpress SaaS (RX SaaS)

Sub-appendix B

1. APPROVED SUB-PROCESSORS

1.1 The following Sub-Processors shall be considered approved by the Data Controller at the time of entering into this Agreement:

Microsoft Corporation
One Microsoft Way
Redmond, WA 98052 USA