

1. Definitions and interpretation

1.1. In this Agreement, unless the context otherwise requires, the following definitions shall apply:

"Agreement" means in relation to a particular Service the Standard Terms and Conditions, Service Specific Terms and Conditions for Clobba Analytics and the relevant Order Form.

"Equipment" means any equipment that the Service Provider from time to time supplies to You (whether or not any Charges are made for such supply) in connection with the provision of the Service;

"Order Form/Order" means the Customer Order Form, which may be in a form provided by the Service Provider or any additional order information agreed by the Parties in writing, accepted by the Service Provider to order the Service subject to the Agreement.

"Licence" means the licence which grants Your end user the right to use the Software application in question and exists between the Service Provider or the Service Provider's Third-Party Provider and Your end user of the Software application;

"Services" means the Clobba Analytics Equipment, Software and Licence Services and the Support Services provided under the Agreement by the Service Provider as detailed in the Order Form.

"Site" means the site at which any Equipment shall be located or to which the Service shall be provided;

"SLA" means the agreed Service Level Agreement, detailing the service levels to be provided.

2. Services

2.1. The Service Provider will supply the Services as a (SaaS) licence hosted by the Service Provider for a monthly SaaS subscription Charge per User, payable by You for the Minimum Period and any subsequent Renewal Term (as applicable) of the Agreement.

2.2. The Service provides reporting by collecting data from the communications platform, via an internet browser software application through which reports and analytics can be actioned.

2.3. If the layout of the data changes, the Service Provider has the right to charge for the necessary adjustments at the Service Provider's then current rates.

2.4. The Service Provider will provide maintenance and Support Services to You in accordance with the SLA.

3. Use and maintenance of Equipment

3.1. If, to perform the Service, it is necessary to place Equipment at Your Site, the Equipment will remain the property of the Service Provider or its Third-Party Provider (unless otherwise agreed in writing between the Parties).

3.2. You must take care of the Equipment and ensure it is used as intended. You are not allowed to make any changes to the Equipment without the prior written consent of the Service Provider.

3.3. You are not entitled to put the Equipment into custody, to alienate the Equipment for the benefit of any third parties with personal and/or business rights or otherwise.

4. Charges and payment

4.1. The Charges are based on the number of users/devices/DDIs increased with optional services as detailed in the Order Form.

4.2. If the number of Licences consumed by You is more than as detailed in the Order Form or otherwise agreed in writing, You agree that the Service Provider

"Software" means any utilities or applications software in machine-readable, object, printed or interpreted form or any other form and either incorporated with Services or separately supplied by the Service Provider, including any related documentation (if any) supplied with the same in connection with or to enable You to use the Services.

"Standard Terms and Conditions" means the general Terms and Conditions relating to the Service.

"Support Services" refers to the provision of helpdesk, advisory, technical assistance and corrective services, diagnosis and repair of the Services as detailed in the SLA and as provided the Service Provider's nominated agent(s) and/or the Service Provider's nominated subcontractors.

"Third-Party Provider" means the supplier which the Service Provider may use to provide any part of the Service.

"User" means an individual on a supported UC platform or other data source.

1.2. In case of conflict between the Order Form, this Agreement, the Schedules or any other document incorporated hereto, the following precedence shall prevail:

- 1.2.1. the Order Form;
- 1.2.2. the Service Specific Terms and Conditions for Clobba Analytics;
- 1.2.3. the Standard Terms and Conditions;
- 1.2.4. any additional Schedules to this Agreement.

2.5. Regarding the Service hosted by the Service Provider, data will be stored for a period of 2 (two) years. Data older than 2 (two) years will be, unless otherwise agreed, automatically and permanently deleted. Data retention periods can be extended upon Your request but will incur additional Charges.

2.6. The Service hosted by the Service Provider (including data storage) shall be provided by servers located in Europe and/or the United States.

2.7. When the Third-Party Provider increases functionality in the Services, such functionality shall be provided to You without any increase in the Charges unless otherwise notified to You by the Service Provider.

3.4. In respect of damage (excluding fair wear and tear) or destruction of the Equipment, the risk in Equipment is with You once that Equipment is delivered at Your Site or such other location agreed by the Parties.

3.5. You are required to ensure the Equipment is properly secured and/or to protect the Equipment against damage and destruction.

3.6. You are obliged to ensure the grant of free and unrestricted access to the Equipment to the Service Provider and its Third-Party Provider and to reasonably cooperate in work needed to be done on the Equipment.

will increase the Charges proportionally and invoice You for such increase accordingly.

4.3. The Service Provider has the right to adjust the agreed Service Charges on a per-license basis at any time upon 25 days' written notice to You. You will also be invoiced additional Charges for extra work carried out by the Service Provider or the Third-Party Provider.

5. Your further obligations

- 5.1. You are liable for and will, therefore, meet all reasonable and demonstrable costs associated with the use of the Service, including the cost for required changes in the infrastructure, servers, network and storage cost etc. These costs cannot, under any circumstances, be charged to the Service Provider or its Third-Party Provider.
- 5.2. You shall ensure that the aforementioned adjustments and/or work will be done in line with any reasonable directions from the Service Provider. Furthermore, You shall make available, in a timely fashion, as deemed reasonably necessary, auxiliary workman,

6. General

- 6.1. You shall not have any right to distribute the Services to any other party without prior written approval from the Service Provider.
- 6.2. The Service Provider or its Third-Party Provider shall maintain total ownership of all IPRs to the software being distributed. This is inclusive of any upgrades, symbols, copyrighted images and documents within this partner agreement.
- 6.3. The Service Provider will release the software with all testing completed prior to the Service Commencement Date. The Service Provider shall use its reasonable endeavours to keep all Software related

auxiliary materials, energy, water, lighting, compressed air and/or other devices.

- 5.3. You must deliver information in reasonable time. Late delivery may result in inaccurate reporting for which the Service Provider is not liable.
- 5.4. The Service Provider is not liable for the damages which arise as a result of use of the Equipment in material breach of this Agreement.
- 5.5. The Service Provider is not liable for any damage resulting from the linking of computers through a communication solution not provided by the Service Provider.

to this Agreement up to date and operational throughout the Term of this Agreement.

- 6.4. The Service Provider may terminate this Agreement by providing written notice of at least 60 days at any time
- 6.5. All outstanding invoices are immediately due and payable, and the Service Provider is authorised to terminate the Agreement without further notice and without prejudice to its claims for penalties, costs and compensation for any further damage in accordance with this Agreement if You have lost or destroyed the Equipment.

By signing below, You confirm that You have read these Service Specific Terms and Conditions Clobba Analytics and agree to be bound by them, together with the Elite Standard Terms and Conditions and the Specification set out in, or deemed to form part of this Agreement and the Charges detailed within the Order Form.

SIGNATURES

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