

CATI Software

Reseller Supplemental Terms and Conditions

THESE TERMS AND CONDITIONS ONLY APPLY IF YOU HAVE PURCHASED THE CATI SOFTWARE VIA A THIRD-PARTY RESELLER

BETWEEN:

- (1) The Software Reseller
- (2) The Client; and
- (3) Mod:us Systems Limited (trading as, and hereinafter referred to as, 'CATI').

BACKGROUND

Please refer to the defined terms set out within clause 1 below.

- A. The Client and the Software Reseller have entered into a contract for the sale and purchase of the CATI Software.
- B. Software Reseller has appointed CATI as its specialist IT subcontractor to provide the CATI Software as a Service.
- C. The Reseller Contract sets out the principal terms and conditions governing the sale and purchase of the CATI Software.
- D. The Software Reseller and the Client further agree that the Reseller Contract terms and conditions are to be supplemented by the 'Software Reseller – Supplemental Terms and Conditions' ('Supplemental Conditions') set out hereunder.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in the Reseller Contract, and the Supplemental Conditions hereunder, the receipt and sufficiency of which consideration is hereby acknowledged by the Software Reseller, the Client and CATI, each of the aforesaid (individually a "Party" and collectively the "Parties" to this Agreement) agree as follows:

1. Definitions

- 1.1 **Applicable Data Protection Laws:** means: (a) to the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the **protection** of personal data; and (b) to the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which the Supplier is subject, which relates to the protection of personal data.
- 1.2 **Authorised Users:** those employees, agents and independent contractors of the Client who are authorised by the Client to use the CATI Software, as further described in Supplemental Condition 2.3 below.
- 1.3 **CATI Software:** The CATI Software as a Service as described in the Reseller Contract.
- 1.4 **CATI Commencement Date:** As stated in the Reseller Contract.

- 1.5 **Charges:** As stated in the Proposal or as otherwise stated within the CATI Software from time to time.
- 1.6 **Confidential Information:** any information, however conveyed or presented, that relates to the business, affairs, operations, customers, processes, budgets, pricing policies, product information, strategies, developments, trade secrets, know-how, personnel and suppliers of the disclosing party, together with all information derived by the receiving party from any such information and any other information clearly designated by a party as being confidential to it (whether or not it is marked "confidential"), or which ought reasonably be considered to be confidential.
- 1.7 **EU GDPR:** the General Data Protection Regulation ((EU) 2016/679).
- 1.8 **Legislation:** the laws of England and Wales and any other laws or regulations, regulatory policies, guidelines or industry codes which apply to the provision of the CATI Software.
- 1.9 **Proposal:** Where applicable, the document provided by the Software Reseller to the Client that sets out the technical specification, functionality and commercial terms relating to the CATI Software.
- 1.10 **Reseller Contract:** The contract between the Client and the Software Reseller for the sale and purchase of the CATI Software, alone, or in combination with other services.
- 1.11 **Software Reseller:** The authorised reseller of the CATI Software, as stated in the Reseller Contract.
- 1.12 **UK GDPR:** The meaning given to it in the Data Protection Act 2018.
- 1.13 **Licence Subscription:** the subscription purchased by the Client under the Reseller Contract, which entitles Authorised Users to access and use the CATI Software, in accordance with the terms of the Reseller Contract, these Supplemental Conditions, and where applicable, the Proposal.
- 1.14 **Virus:** any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

2. **Provision of CATI Software as a Service**
 - 2.1 The following Supplemental Conditions shall apply to the provision of the CATI Software as set out in the Reseller Contract.
 - 2.2 The Supplemental Conditions shall prevail in the event of any conflict or inconsistency arising between the Supplemental Conditions and the terms and conditions in the Reseller Contract.
 - 2.3 The Client agrees that its subscription to the CATI Software is a non-exclusive, non-transferable right, without the right to grant sublicences, to permit the Authorised Users to use the CATI Software for the period stated within the Reseller Contract only, solely for the Client's internal business operations.
 - 2.4 Where the Client wishes to purchase additional Licence Subscriptions in excess of the amount originally agreed in the Reseller Contract, any such increase in Licence Subscriptions shall be subject to the prior written consent of CATI and may result in an increase in the Charges payable by the Client for use of the CATI Software.
 - 2.5 CATI warrants that the CATI Software will be performed substantially in accordance with the Reseller Contract, these Supplemental Conditions, and with reasonable skill and care.
 - 2.6 CATI's warranty in clause 2.5 above shall not apply to the extent of any non-conformance which is caused by use of the CATI Software contrary to CATI's instructions, or modification or alteration of the CATI Software by any party other than CATI or CATI's duly authorised contractors or agents. If the CATI Software does not conform with the foregoing warranty, CATI will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Client with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes CATI's sole and exclusive remedy for any breach of the warranty set out in clause 2.5.
 - 2.7 CATI does not warrant that:
 - 2.7.1 Client's use of CATI Software will be uninterrupted or error-free; or
 - 2.7.2 that the CATI Software and/or the information obtained by the Client through the CATI Software will meet the Client's requirements; or
 - 2.7.3 the CATI Software will be free from Vulnerabilities or Viruses.
 - 2.8 CATI shall have no responsibility or liability for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Client acknowledges that the CATI Software may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
3. **Duration of the provision of the CATI Software as a Service**
 - 3.1 The provision of the CATI Software shall commence on the date(s) specified in the Reseller Contract, and shall continue for the duration stated in the Reseller Contract.
 - 3.2 The provision of the CATI Software shall not continue beyond the duration stated in the Reseller Contract unless expressly agreed to in writing by CATI, and any such continuation will be subject to such additional terms and conditions (including as to additional Charges) as notified by CATI to Client from time to time.
4. **Modification of Terms**
 - 4.1 The Reseller Contract terms may be amended in accordance with the terms and conditions stated in the Reseller Contract.
 - 4.2 Any amendment to the Supplemental Conditions will only be binding if evidenced in writing and signed by the Client, the Software Reseller and CATI.
5. **Payment**

As stated in the Reseller Contract.
6. **Penalties for Late Payment**

As stated in the Reseller Contract.
7. **Client Data and Uploads**
 - 7.1 The onus rests with the Client to ensure that the correct Client data is provided and uploaded to the CATI Software.
 - 7.2 CATI does not accept any liability for errors and omissions by the Client when uploading Client data to the CATI Software.
 - 7.3 The Client and Authorised Users shall be responsible for all content uploaded to the CATI Software, which shall comply with any terms of use and content standards notified by CATI from time to time.
8. **Limitation of Liability**
 - 8.1 The Software Reseller accepts liability to the Client to the extent stated in the Reseller Contract.
 - 8.2 CATI's liability to the Client under these Supplemental Conditions shall be excluded to the maximum extent permitted under Legislation.
 - 8.3 Under no circumstances will CATI be liable for any indirect, consequential or unforeseeable damage or loss arising from this Agreement.
9. **Insurance**
 - 9.1 CATI will maintain in force, at its own cost, insurances in accordance with Legislation and such insurances as it deems appropriate and adequate, having regard to its obligations and

liabilities under the Reseller Contract and the Supplemental Conditions.

- 9.2 The Client will maintain in force, at its own cost, insurances in accordance with Legislation and such insurances as it deems appropriate and adequate, having regard to its obligations and liabilities under this Reseller Contract and the Supplemental Conditions.
- 9.3 Each Party shall provide evidence that the insurances required by this Clause 9 are in place, whenever reasonably requested in writing to do so by the other parties hereto.

10. **Force Majeure**

- 10.1 The force majeure provisions contained within the Reseller Contract shall apply as between the Client and the Software Reseller, save that those provisions shall not be construed as relieving any party from its obligation to pay any sum due to CATI.
- 10.2 CATI shall not be liable for any failure or delay in fulfilling the terms and conditions stated within the Reseller Contract nor the Supplemental Conditions due to fire, strike, war, civil unrest, terrorist action, governments' regulations, act of nature or other causes which is unavoidable and/or beyond the reasonable control of CATI.
- 10.3 For the avoidance of doubt, the list of force majeure events stated within the above clause 10.2 is not exhaustive.

11. **Assignment**

- 11.1 CATI may assign, novate, subcontract or otherwise transfer its rights and obligations under the Reseller Contract and/or these Supplemental Conditions, and the Client hereby consents to the same.
- 11.2 The Client may not assign, novate, or otherwise transfer its rights and/or obligations under the Reseller Contract and/or these Supplemental Conditions without the prior written consent of CATI.

12. **Ownership of Intellectual Property**

- 12.1 Client agrees that all intellectual property and related material that is developed or produced in relation to the CATI Software, either under the Reseller Contract, or under these Supplemental Conditions, or otherwise, shall be owned by CATI, its licensors or successors in title.
- 12.2 Title, copyright, intellectual property rights and distribution rights of the Intellectual Property remain with CATI, its licensors or successors in title.
- 12.3 The Client will own and retain all rights to their data.

13. **Restrictions on Use of CATI Software**

- 13.1 The Client shall not:

13.1.1 except as may be allowed by any Legislation which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this agreement:

13.1.1.1 attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means; or

13.1.1.2 attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the CATI Software; or

13.1.1.3 access all or any part of the CATI Software in order to build a product or service which competes with the CATI Software; or

13.1.1.4 use the CATI Software to provide services to third parties; or

13.1.1.5 license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the CATI Software available to any third party except the Authorised Users; or

13.1.1.6 attempt to obtain, or assist third parties in obtaining, access to the CATI Software, other than as permitted under the terms of the Reseller Contract or these Supplemental Conditions; or

13.1.1.7 introduce or permit the introduction of, any Virus into the Client's network and information systems.

13.2 The Client shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the CATI Software and, in the event of any such unauthorised access or use, promptly notify CATI.

13.3 Unless expressly agreed otherwise, the rights provided under the Reseller Contract and these Supplemental Conditions are granted to the Client only, and shall not be considered granted to any subsidiary or holding company of the Client.

14. **Data Protection**

14.1 The parties agree that they will comply with all applicable requirements of Applicable Data Protection Laws.

14.2 The Client hereby agrees that:

14.2.1 prior to it transferring or uploading any Personal Data (within the meaning of Applicable Data Protection Laws) to the CATI Software, it will notify Software Reseller and CATI in advance, in order that the parties are able to agree a data sharing agreement that ensures that any such Personal Data that is transferred or

uploaded to the CATI Software will be protected in accordance with Applicable Data Protection Laws; and

- 14.2.2 in the event that the Client transfers or uploads any Personal Data (within the meaning of Applicable Data Protection Laws) to the CATI Software, without having first notified Software Reseller and CATI, or having agreed the terms of a data sharing agreement with the Software Reseller or CATI, Client will as a minimum have obtained the consent of all Data Subjects (within the meaning of Applicable Data Protection Laws) to allow for such Personal Data to be controlled and/or processed (as the case may be) by Software Reseller and/or CATI, any CATI's subcontractors (including hosting providers) where applicable.

15. Confidentiality

As stated in the Reseller Contract.

16. Termination

16.1 On termination of the Reseller Contract and/or the Supplemental Conditions for any reason:

- 16.1.1 all licences granted under this agreement shall immediately terminate, and unless expressly agreed by CATI, the Client shall immediately cease all use of the CATI Software;
- 16.1.2 the Client shall return and make no further use of any equipment, property, and other items (and all copies of them) belonging to CATI;
- 16.1.3 CATI may destroy or otherwise dispose of any of the Client Data in its possession unless CATI receives, no later than 3 years after the effective date of the termination of the Reseller Contract and/or the Supplemental Conditions, a written request for the delivery to the Client of the then most recent back-up of the Client Data. The Supplier shall use reasonable commercial endeavours to deliver the back-up to the Client within 30 days of its receipt of such a written request, provided that the Client has, at that time, paid all

Charges outstanding at and resulting from termination (whether or not due at the date of termination). The Client shall pay all reasonable expenses incurred by CATI in returning or disposing of Client Data; and

- 16.1.4 any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination shall not be affected or prejudiced.

17. Dispute Resolution

As stated in the Reseller Contract

18. No Partnership

Nothing stated in the Reseller Contract or in these Supplemental Conditions will create or be deemed to create, a partnership or joint venture or relationship of employer and employee or principal and agent between the parties and no employee of CATI will be deemed to be or have become an employee of the Client.

19. Severability

In the event that any of the provisions of these Supplemental Conditions are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of these Supplemental Conditions.

20. Notices

As stated in the Reseller Contract.

21. Third Party Rights

The Parties do not intend that any term of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person other than the Client, the Software Reseller, and CATI.

22. Governing Law and Jurisdiction

As stated in the Reseller Contract.

23. Title / Headings

Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting these Supplemental Conditions.