

STANDARD TERMS AND CONDITIONS

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in this Agreement:

“Affiliate” means in relation to a party, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control with, that party from time to time;

“Agreement” means these Terms and Conditions together with and the Order;

“Break Notice Dates” mean the date(s) on which any validly served written notice to terminate the Order for convenience (pursuant to clause 15.2) shall be deemed to take effect, as specified in the Order;

“Break Notice Period” means the period of notice that must be provided by a Party to terminate the Order for convenience (including at the end of the Initial Order Term and any subsequent renewal period), as specified in the Order;

“Business Day” means a day other than a Saturday, Sunday or a bank or public holiday in England;

“Change” means an amendment to the main body of, or Schedules to, this Agreement or the Order;

“Charges” means the charges for the Products and Services set out in Schedule 2 as amended from time to time;

“Code” means discount coupons, vouchers, unique voucher code numbers and/or subscription or loyalty cards provided by or on behalf of the Supplier that will be redeemable through the System.

“Confidential Information” means in relation to any Party, any information, data, documents, text, drawings, diagrams, images, sound or other materials in any media, and all other information whether conveyed orally, in writing, in machine readable form or otherwise which relates to that party's business, products, developments, trade secrets, know-how, processes, methodologies, personnel, suppliers and customers (whether or not designated as **“confidential information”** by the disclosing party) together with all information derived from the above and all information designated confidential or which ought reasonably to be considered confidential;

“Contract Start Date” means the commencement date of this Agreement as specified in the Order;

“Control” and its derivatives means the power of a person to secure (i) by means of the holding of shares or the possession of voting power in an entity, or (ii) by virtue of any powers conferred by the articles of association or other document regulating or relating to an entity, that the affairs of that entity are conducted in accordance with that person's wishes;

“Customer Materials” means: (a) the means any information, data, documents, text, drawings, diagrams, images, sound or other materials in any media that are supplied to or made available to the Supplier by or on behalf of the Customer in relation to the provision of the Products and Services as identified in Schedule 1 (b) any software or other materials owned by the Customer or licensed to the Customer by a third party which is supplied to or made available to the Supplier under this Agreement in relation to the provision of the Products and Services as identified in Schedule 1; (c) any equipment supplied or made available to the Supplier by the Customer under this Agreement for the purpose of providing the Products and Services; provided however, that Customer Material shall exclude any data, software or other materials or equipment provided by the Supplier, its Affiliates, or third party subcontractors as part of the Products and/or Services;

“Customer Trademarks” means all registered and unregistered trade marks, name, and logo of the Customer;

“Delivery Date” means: (a) for Products the date specified for delivery in the Order or, if no date is specified, a date notified by the Customer to the Supplier in writing reasonably in advance; and (b) for Services the dates specified in the Order or, if no date is specified, a date(s) which result in timely performance of Services;

“Delivery Location” means the location(s) where the Services may be provided as specified in the Order or as otherwise specified by the Customer;

“EPOS Data” means the data that the EPOS Plug-in Software will extract from the EPoS Systems in accordance with the terms of this Agreement;

“EPOS Plug-in Software” means the third party software sourced by the Supplier that will extract pre-determined information from the EPoS Systems;

“EPoS System” means the electronic point of sale system used by a Tenant to capture sales and transaction data when selling goods or services to customers of the Tenant at a centre;

“Force Majeure Event” means any event arising which is beyond the reasonable control of the affected Party, including acts of God, riots, war, acts of terrorism, fire, flood, storm or earthquake and any disaster, but excluding any industrial dispute relating to the Supplier, Supplier Personnel, or any other failure in the Supplier's supply chain (except for a failure of a contractor in a supply chain caused by an equivalent force majeure event of that contractor);

“Good Industry Practice” means in relation to any undertaking and any circumstances, the exercise of the degree of professionalism, skill, care, prudence and foresight which would be expected from a skilled and experienced person engaged in the same type of undertaking under the same or similar circumstances;

“Group” means in relation a Party, that Party and its Affiliates from time to time;

“Initial Term” means the initial term of the Order, as set out in the Order;

“Insolvency Event” means in relation to either Party, that that Party: (a) is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; (b) is the subject of an order made or a resolution passed for its administration, winding-up or dissolution; (c) is subject to any proceedings for the appointment of an administrative or other receiver, manager, trustee, liquidator, administrator, or similar officer appointed over all or any substantial part of its assets; (d) becomes the subject of a voluntary arrangement under Section 1 of the Insolvency Act 1986; or (e) is subject to an analogous event to the foregoing in any jurisdiction;

“Intellectual Property Rights” means all intellectual property rights of whatever nature including, without limitation, patents, trade marks, unregistered trade names, service marks, logos, get up, trade names, internet domain names, rights in designs, copyrights (including rights in computer software) and moral rights, database rights and rights protecting goodwill in the United Kingdom, semi-conductor topography rights, utility models, rights in know-how, rights to prevent passing off, in each case whether registered or unregistered and including applications for registration, and all rights or forms of protection having equivalent or similar effect anywhere in the world;

“Launch Date” means the date at which members of the general public and brands are invited to participate in marketing or data collection activities using the Products or Services, and does not include design, preparation and scoping work, including but not limited to development of mobile applications, preparations of business cases and testing.

“Moral Rights” means the moral rights as may be conferred by legislation enacting Chapter IV of Part 1 of the Copyright, Designs and Patents Acts 1988 or analogous rights as may be applicable under the regulations of any jurisdiction, and any performance or lending rights of individuals as may be applicable under any regulations of any jurisdiction;

“Order” means the order for Products and/or Services agreed between the Parties in accordance with clause 2 to which these Terms and Conditions are attached;

“Party” means the Customer and/or the Supplier, and **“Parties”** shall be construed accordingly;

“Performance Standards” means the standards set out in Schedule 3;

“Platforms and Software” has the meaning given to it in Clause 11.4;

“Products” means the goods, documents, materials or other deliverables (including any accompanying documentation), as further described in Schedule 1 and specified in the Order;

“Regulations” means all laws and regulations or other statutory requirements (including the Data Protection Act 1998) applicable to the issue and use of the Code and the transfer or use of any information in relation thereto, as from time to time amended, and any Regulations from time to time replacing, extending, consolidating or amending the same;

“RPI” means the All Items Retail Price Index as published by the Central Statistical Office of HM Treasury from time to time;

“Services” means the technology, development, implementation, consultancy and / or other services to be provided to the Customer by the Supplier, as further described in Schedule 1 (as may be amended from time to time) and specified in the Order;

“Supplier Materials” means any know-how, tools, methodologies, information, data, documents, text, drawings, diagrams, logos, images, sound, software, or other materials or equipment, used by the Supplier in the provision of the Products and/or Services or made available or supplied to the Customer under this Agreement, excluding the Customer Materials;

“Supplier Personnel” means any individuals used by the Supplier in supplying the Products and/or Services, and/or from time to time, including subcontractor personnel;

“Supplier Trademarks” means all trademarks owned by the Supplier, including but not limited to Codilink, Coniq, Social Rocket and Coniq;

“Supply Commencement Date” means the date(s) for the commencement of the supply of Products and/or Services (as applicable) as specified in the Order;

“System” means a technology platform which permits the generation of unique voucher numbers, the assigning of specific business rules for the redemption of these voucher numbers, the validation of the voucher numbers, the data collected from the tenant EPOS, whether connected to a Code or not, and the subsequent analysis and reporting of all these Transactions;

“Term” has the meaning given to it in the clause 15.1;

“Terms and Conditions” means these standard terms and conditions, including the Schedules;

“Transaction” means the collection of data from the Tenant EPOS via the System, the registering of a Code via the System, the authorisation of such Code via the System and, if specified as part of the Services in Schedule 1, making available information from the System to confirm such authorisation as set out in Schedule 1;

“**Transfer Regulations**” means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (including the Transfer of Employment (Pension Protection) Regulations 2005) and any other laws and regulations related to employment, including duties to inform and consult; and

“**Works**” has the meaning given to it in clause 11.1.

2. STRUCTURE AND ORDERS

- 2.1 The Supplier shall, during the Term, provide to the Customer:
- 2.1.1 any Products to the Delivery Location on or by the Delivery Date (if any); and
 - 2.1.2 any Services on or by Delivery Date, and in accordance with the Performance Standards, in each case in accordance with the terms of this Agreement.
- 2.2 The Supplier shall commence supplying the Products and Services under the Order from the Contract Start Date or, if later, any Supply Commencement Date set out in the Order.
- 2.3 Unless otherwise agreed in advance in writing with the Customer, the Supplier will not be obliged to provide any services which are outside the scope of the Services.
- 2.4 If there is any conflict or inconsistency between the terms of these Terms and Conditions, any Schedules, the Order, or any other documents attached to, incorporated in, or otherwise referred to in this Agreement, the terms of these Terms and Conditions shall take precedence, unless the Schedule or other document is expressly stated to take precedence over these Terms and Conditions.

3. PROJECT MANAGEMENT

- 3.1 Each of the Parties shall appoint a relationship manager who will be that Party’s primary point of contact in respect of the Products, the Services and this Agreement and who may be changed on written notice to the other Party from time to time.
- 3.2 The Supplier shall prepare, deliver and make available to the Customer such reports, management information and other information relating to the Products and Services as may be described in Schedule 1 at such times and in such form as may be required by Schedule 1, or as otherwise reasonably required by the Customer.

4. PRODUCTS AND SERVICES

- 4.1 The Supplier shall measure and report its performance against the Performance Standards on an annual basis in accordance with the procedures agreed between the Parties in writing from time to time.
- 4.2 If the Services are not provided so as to meet or exceed the Performance Standards, the Supplier will, without prejudice to the Customer’s other rights and remedies:
- 4.2.1 notify the Customer promptly in writing of the failure to meet the Performance Standards;
 - 4.2.2 arrange all additional resources necessary to perform the Service in accordance with the Performance Standards as soon as possible and at no additional charge to the Customer;
 - 4.2.3 remedy the failure within the time limits for doing so specified in Schedule 3; and
 - 4.2.4 where applicable, re-perform any non-conforming Services at the request of the Customer at no additional charge.
- 4.3 Subject to clause 14.5, clause 4.2 sets out the Customer’s full and exclusive right and remedy, and Supplier’s only obligation and liability, in respect of any failure by the Supplier to meet or exceed the Performance Standards.
- 4.4 The Supplier will not be liable for any failure to provide the Services which arises as a result of the failure or delay by the Customer in complying with its obligations as set out in this Agreement. The Customer will, upon demand, reimburse the additional costs and expenses reasonably incurred by the Supplier in connection with, and all timeframes (including the Delivery Date) shall be extended to account for, such delay or failure by the Customer.
- 4.5 Notwithstanding Clause 22.3, the Supplier may, from time to time and without notice, change the Services in order to comply with any Regulations applicable to the Supplier’s business and/or the provision of the Services, provided that such changes do not to a material extent detrimentally affect the nature, or scope of, the Services, or the Charges, provided that: (a) any increase in the Charges will be subject to the Customer’s prior written approval; (b) any changes to the Services required due to a change in Regulations affecting the Services (which do not relate solely to the Customer’s business and operational requirements) will be implemented at the Supplier’s cost. If the Supplier requests any change to the scope of the Services for any other reason, and provided that such change will not result in any material: (i) detriment to the Services; or (ii) increase in the Charges, then the Customer will not unreasonably withhold or delay consent to it.
- 4.6 The Customer shall maintain and return to Supplier all Products in the same state and condition as they were when provided to the Customer by the Supplier. In the event that the Customer breaks, loses, or damages any Products following their delivery to the Customer by or on behalf of the Supplier, the Customer shall pay to the Supplier promptly on notice the product replacement fee of £150.
- 4.7 The Supplier shall: (a) be present at the Delivery Location on the Delivery Date to receive delivery of any Products from the Supplier (or the Supplier’s nominated logistics provider), and (b) make the Products available for collection

by the Supplier (or the Supplier's nominated logistics provider) on such date following the termination or expiry of this Agreement as is reasonably specified by the Supplier.

- 4.8 The Supplier shall not have done, or in performing his obligations under the Agreement, shall not do, any act or thing that contravenes the United Kingdom Bribery Act 2010 or any other applicable anti-bribery or anti-money laundering laws and/or regulations.

5. ACCEPTANCE

- 5.1 The Customer will be deemed to have accepted the Services upon the earlier of the following:

5.1.1 30 days after delivery of the Services to the Customer; or

5.1.2 the date on which the Customer first uses the Services including without limitation making the Services available for use by members of the public.

6. CUSTOMER RESPONSIBILITIES

- 6.1 The Customer will:

6.1.1 promptly provide to Supplier and/or its consultants, employees and agents such information, assistance, instructions, review, cooperation, and feedback as they may reasonably require in order to be able to carry out the Services and otherwise perform the Supplier's obligations under this Agreement, and appoint a representative who is fully empowered and authorised to provide the same;

6.1.2 where the Supplier is to provide any Services at the Customer's premises or the Delivery Locations, the provide without charge suitable office accommodation, materials, equipment and support services (including use of telephone and support services) which the Supplier and/or its consultants, employees and agents may require in order to carry out the Services;

6.1.3 where required to under Schedule 1, supply to the Supplier the Customer Materials in accordance with any timescales set out in Schedule 1, or if no timescales are set out in Schedule 1, within a reasonable time taking account of the obligations of the Supplier; and

6.1.4 comply with, and perform, any obligations placed upon it in Schedule 1.

- 6.2 The Customer warrants that the Customer Materials will be accurate in all material respects and will not knowingly include any material which is illegal or the accessing, holding, transmitting or supplying of which would be a criminal offence or otherwise unlawful or in breach of any laws or codes of practice which may apply to the Customer Materials. In particular the Customer warrants that all necessary licences, consents and waivers (including those from all rights owners, performers and other contributors) will be obtained and paid for by the Customer. Without prejudice to the foregoing, the Supplier may decline to use any Customer Materials on any reasonable grounds.

- 6.3 The Customer will not use the Services for any end use which is, or may be construed as being: (a) illegal in the geography where the usage is taking place, (b) contrary to the statutory rights or interests of third parties; or (c) contrary to the ongoing business interests of the Supplier or any of its Affiliates.

7. CUSTOMER PREMISES

- 7.1 The Customer grants the Supplier and the Supplier Personnel a licence to enter and remain on the Customer's premises solely to the extent necessary to perform the Services, provided that such licence shall not be considered a right to occupy the Customer's premises.

- 7.2 Where the Supplier Personnel are required to enter the Customer's premises, the Supplier shall make such Supplier Personnel aware of, and ensure that they observe, the site rules and safety regulations applicable at such premises (provided that such rules and regulations have been notified to the Supplier by the Customer in advance).

- 7.3 The Customer may remove from the Customer's premises any Supplier Personnel who disobey the site rules and safety regulations, misconduct themselves, or act or perform their duties generally in a manner that is unsatisfactory in the reasonable opinion of the Customer.

8. SUPPLIER RESPONSIBILITIES

- 8.1 The Supplier shall:

8.1.1 maintain such authorisations and all other approvals, permits and authorities required by it from time to time to perform with its obligations in accordance with this Agreement; and

8.1.2 comply with any security requirements for access to any of the Customer Materials (provided that such rules and requirements have been notified to the Supplier by the Customer in advance).

9. WARRANTIES

- 9.1 Each Party warrants that it has full power, capacity, and authority to enter into and perform this Agreement.

- 9.2 The Supplier warrants that:

9.2.1 neither the supply by the Supplier nor the use in accordance with this Agreement, of the Products, Services or Supplier Materials will infringe the Intellectual Property Rights of any person (but excluding any

infringement resulting from the infringement of Intellectual Property Rights of items originally supplied or made available by the Customer to the Supplier); and

9.2.2 the Services will:

- (a) be performed by a sufficient number of appropriately experienced, qualified and trained professional service personnel, with reasonable care and skill, in accordance with Good Industry Practice;
- (b) provide the functions and meet the Performance Standards set out in Schedule 3;
- (c) be of reasonably satisfactory quality; and
- (d) be free from material defects in materials, workmanship and installation.

9.3 The Supplier will:

9.3.1 only be liable for a breach of the warranty in clause 9.2 where the Customer notifies the Supplier in writing of a failure within thirty (30) days of the performance of the relevant Services;

9.3.2 where the Customer makes a valid claim against the Supplier based on the failure of the Customer to comply with the warranty in clause 9.2, at the Supplier's own option, take such steps as it deems necessary to remedy such failure or refund such part of the Charges as relates to such Services, provided that the liability of the Supplier under the warranty in clause 9.2 will in no event exceed the Charges paid by the Customer in respect of such Services; and

9.3.3 if the Supplier complies with clause 9.3.2, have no further liability for a breach of the warranty in clause 9.2 in respect of the provision of the Services and/or Products.

9.4 In the event the manufacturer of any of the Products provides any warranties in respect of the Products, the Supplier shall pass on to the Customer the full benefit of such warranties. If the Customer, within any applicable warranty period, gives notice in writing to the Supplier of any defect in any of the Products as may have arisen during such warranty period under proper and normal use, the Supplier shall (without prejudice to any other rights and remedies which the Customer may have) as soon as reasonably possible remedy such defects (whether by repair or replacement as the Supplier shall elect) without cost to the Customer.

9.5 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are excluded from this Agreement to the fullest extent permitted by law.

10. CHARGES

10.1 The Supplier shall invoice, and the Customer shall pay the Supplier, the Charges as set out in, and in accordance with Schedule 2. Save as otherwise expressly set out in this Agreement:

10.1.1 the Charges are the only sums payable by the Customer for the Supplier's performance of its obligations under this Agreement;

10.1.2 subject to clause 10.1.3, the Charges for Products or Services shall be invoiced annually in advance for any Products to be delivered in that year or Services to be provided in that year;

10.1.3 any Charges subject to the meeting of a milestone and/or delivery date or other compliance with this Agreement shall only be charged when the relevant triggering event has occurred; and

10.1.4 the Customer shall pay all invoices which are valid, properly due, and undisputed within 30 calendar days of receipt by the Customer.

10.2 Without prejudice to any other remedies that it may have in this regard, the Supplier will be entitled to recover the amount of any undisputed invoice remaining unpaid after the relevant due date together with interest of four percent (4%) per annum above the base rate of Barclays Bank plc in the UK, calculated on a daily basis and compounded quarterly in arrears, until the recovery is made in full. If invoices are not settled by the Customer in full by the relevant due date then:

10.2.1 the Supplier may suspend provision of the Services until payment is made; and

10.2.2 if the Customer has not paid in all outstanding sums in full within 30 days of receipt of notice of late payment from the Supplier, the Supplier may terminate this Agreement immediately.

10.3 Where the Supplier agrees in writing to provide additional services to the Customer, or where the Customer changes its requirements and the Supplier agrees to accept that change, or where the Supplier incurs additional obligations or time as a consequence of the Customer's failure to comply with its obligations under this Agreement, the Customer will pay for such additional services, changes, additional obligations or time at the standard rates of the Supplier from time to time in force applicable thereto.

10.4 The Charges and other amounts payable by the Customer pursuant to this clause 10 are exclusive of:

10.4.1 VAT and other tax duties and rates;

10.4.2 bank or currency exchange charges incurred due to payments being made from countries outside of the UK or in currencies other than pounds sterling,

which will be payable by the Customer in addition to the Charges where applicable.

- 10.5 All Charges in this Agreement are subject to indexation by the increase in the RPI on each anniversary of the Contract Start Date. In addition, at least 45 days prior to the end of the Initial Term or then-current renewal period of the Term, the Supplier may give written notice of a change to the Charges. Such change to the Charges will automatically take effect upon renewal of the term.
- 10.6 Where appropriate, the Charges shall include the cost of instruction of the Customer's personnel in the use of the Products, such instruction to be in accordance with the requirements of this Agreement and as specified in Schedule 1.

11. INTELLECTUAL PROPERTY

- 11.1 All Intellectual Property Rights in the platforms and software developed by the Supplier for the management and distribution of information, the generation and distribution of unique voucher code numbers and the reading, decoding and validation in real-time of said codes, for use, among others, as discount coupons, loyalty programs, invitations or event tickets or any other use and all Intellectual Property Rights in the Aggregated Data (the "**Works**") will (as between the Parties) vest in and be the property of the Supplier, and nothing in this Agreement will assign to the Customer or to any third party any such Intellectual Property Rights.
- 11.2 The Supplier shall not destroy or disclose to a third party Customer Materials save as authorised by the Customer in this Agreement or in writing by the Customer. All Intellectual Property Rights and other ownership rights in the Customer Materials shall be retained by and vest in the Customer. All Intellectual Property Rights and other ownership rights in the Supplier Materials shall be retained by and vest in the Supplier. Notwithstanding anything to the contrary in this agreement, the Supplier Materials shall include any Aggregated Data.
- 11.3 The Customer hereby grants (or will procure the grant) to the Supplier a royalty-free, non-transferable, non-exclusive licence during the Term to use and copy, modify or amend any Customer Materials as required for the Supplier to perform its obligations under the Agreement.
- 11.4 In accordance with this Agreement and for the duration of the same, the Supplier hereby grants to the Customer:
- 11.4.1 a non-exclusive, non-transferable licence to the use of the platforms and software owned or operated by the Supplier that are used by the Supplier in the provision of the Services ("**Platforms and Software**") solely for internal business purposes; and
- 11.4.2 a perpetual, worldwide, irrevocable, royalty-free, non-exclusive, transferable, sub-licensable licence to use the Supplier Materials in any deliverables, which are not goods.
- 11.5 The Customer will notify the Supplier of any act or information that comes to its attention that could imply an infringement by third parties of the Intellectual Property Rights of the Supplier, or that could threaten the integrity of such rights.
- 11.6 The Customer will not:
- 11.6.1 challenge, place in doubt or deny the rights of the Supplier over its technology, and will not collaborate with third parties with the same aim, and will do everything reasonably possible to defend the rights of the Supplier; and
- 11.6.2 and shall not agree with any third party that the third party will:
- (a) modify, copy, duplicate, or create derivative works of any aspect of the Platforms and Software;
- (b) reverse engineer, reverse assemble, disassemble, decompile or otherwise attempt to decipher any code in connection with any aspect of the Platforms and Software;
- (c) access the Platforms and Software in order to: (i) build a competitive product or service; (ii) build a product using the same or similar ideas, features, functions or graphics of the Platforms and Software; or (ii) copy any ideas, features, functions or graphics of the Platforms and Software; and/or
- (d) attempt to obtain, or assist third parties in obtaining, access to the Platforms and Software other than as provided under this Agreement.
- 11.7 The Supplier Trademarks are a trademarked brands registered to the Supplier and/or its Affiliates. In accordance with this Agreement, the Supplier authorises the Customer, during the period of this Agreement, to use its commercial name and logo in its public communications, advertisements or any other method of communication, in reference to the Services, providing that said communications comply with the specific applicable legislation and in accordance with the Supplier's written instructions from time to time.
- 11.8 The Customer authorises the Supplier, during the period of this Agreement, to use the Customer Trademarks in its public communications, advertisements or any other method of communication, in reference to the Services, providing that said communications comply with the specific applicable legislation and the Customer has approved such use in advance.
- 11.9 To the extent ownership vests otherwise than in accordance with clauses 11.1 and 11.2, the Supplier hereby irrevocably assigns all Intellectual Property Rights in the Customer Materials (and shall procure any sub-contractors assign) to the Customer free from any charge, lien, encumbrance or other right in favour of any third party, and the Customer hereby irrevocably assigns all Intellectual Property Rights in the Supplier Materials (and shall procure any contractors assign) to the Supplier, free from any charge, lien, encumbrance or other right in favour of any third party.

Each Party shall procure that its employees and persons at its sub-contractors and contractors irrevocably waive any Moral Rights or similar rights in respect of materials to be owned by the other Party.

12. CONFIDENTIALITY

- 12.1 Each Party ("**Recipient**") undertakes to treat as confidential all Confidential Information of the other Party ("**Disclosing Party**").
- 12.2 The Recipient may only use the Confidential Information for the purposes of this Agreement and may provide its employees, directors, subcontractors, agents, third party suppliers and professional advisers ("**Permitted Users**") with access to the Confidential Information only to the extent and as required for the performance of this Agreement, the use of the Products, and/or the receipt of the Services. The Recipient shall ensure that each of its Permitted Users is bound to hold all Confidential Information in confidence to the standard required under this Agreement and complies with such obligations of confidence. Each Party will (unless contrary to law): (i) not disclose any Confidential Information to any third party without the prior written consent of the other, except to such persons and to such extent as may be strictly necessary for the performance of this Agreement, and (ii) not use any Confidential Information otherwise than for the purposes of this Agreement.
- 12.3 This clause 12 shall not apply to any information which:
- 12.3.1 enters the public domain other than as a result of a breach of this clause;
 - 12.3.2 is received from a third party which is not known (and ought not to be known) to the Recipient to be under a confidentiality obligation in respect of that information;
 - 12.3.3 is independently developed by the Recipient without use of the Disclosing Party's Confidential Information; or
 - 12.3.4 was lawfully in the possession of the Recipient prior to disclosure (as evidenced by the records of the Recipient).
- 12.4 The Recipient may disclose Confidential Information where required to do so by any Regulation. In these circumstances, the Recipient shall give the Disclosing Party prompt advance written notice of the disclosure (where lawful and practical to do so) so that the Disclosing Party has sufficient opportunity (where possible) to prevent or control the manner of disclosure by appropriate legal means.

13. DATA PROTECTION

- 13.1 Within this Clause 13, "**Data Protection Act**" means the Data Protection Act 1998 and "**Data Controller**", "**Data Processor**", "**Data Subject**", "**Personal Data**" and "**Processing**" have the same meanings as in that Act.
- 13.2 The Parties will each comply with the provisions of the Data Protection Act with respect to each Party's rights and obligations under this Agreement.
- 13.3 In respect of any Personal Data provided by the Customer to the Supplier, the Supplier will:
- 13.3.1 only process Personal Data in accordance with lawful instructions from the Customer and the terms of this Agreement;
 - 13.3.2 only process Personal Data to the extent, and in such manner, as is necessary for the provision of the Services or as is required by law or any regulatory body;
 - 13.3.3 not otherwise modify, amend or alter the contents of the Personal Data or disclose or permit the disclosure of any of the Personal Data to any third party unless specifically authorised in writing by the Customer;
 - 13.3.4 implement appropriate technical and organisational measures to protect Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure;
 - 13.3.5 not perform its obligations under this Agreement in such a way as to cause the Customer to breach any of its applicable obligations under the Data Protection Act;
 - 13.3.6 cooperate as requested by the Customer to enable the Customer to comply with any exercise of rights by a Data Subject under the Data Protection Act;
 - 13.3.7 not Process the Personal Data in any country outside the European Economic Area without the prior written consent of the Customer; and
 - 13.3.8 cease Processing the Personal Data immediately upon the termination or expiry of this Agreement (or partial termination, to the extent applicable).
- 13.4 The Customer warrants that it has obtained all necessary consents from Data Subjects in respect of Personal Data it provides to the Supplier under this Agreement and the Customer will indemnify and keep indemnified the Supplier against all costs, expenses, actions which the Supplier may incur as a result of the Customer's breach of this warranty.
- 13.5 Notwithstanding anything to the contrary in the Agreement, including but not limited to clause 13.4, the Supplier shall be permitted to analyse and utilise anonymised data for any purpose (Aggregated Data).

14. INDEMNITIES AND LIMITATION OF LIABILITY

- 14.1 The provisions of clauses 14 and 9 set out the entire liability of the Supplier and its Affiliates (including any liability for the acts or omissions of its and their consultants, employees, agents and authorised representatives) to the Customer in respect of:
- 14.1.1 any breach of this Agreement; and
 - 14.1.2 any representation, statement, or tortious act or omission (including negligence) arising under or in connection with this Agreement.
- 14.2 The Supplier will indemnify the Customer against any losses, damages, costs, liabilities and expenses (including legal expenses) arising out of a claim by a third party that use of the Platforms and Software by the Customer in accordance with Clause 11.4.1 infringes the Intellectual Property Rights of such third party.
- 14.3 The Customer will indemnify the Supplier and its Affiliates against any losses, damages, costs, liabilities and expenses (including legal expenses) arising out of a claim by a third party that use of the Customer Materials by the Supplier, its Affiliates, or their subcontractors in accordance with clause 11.3 infringes the Intellectual Property Rights of such third party.
- 14.4 Each Party undertakes that, if any claim, demand or action is made or threatened by any third party that may give rise to a claim for an indemnity under this Agreement, then that Party will (as the case may be):
- 14.4.1 notify the indemnifying Party in writing of such claim, demand or action as soon as is reasonably practicable after becoming aware of any claim which is or may be covered by an indemnity given by the indemnifying Party in this Agreement;
 - 14.4.2 notify the indemnifying Party in writing of such claim, demand or action as soon as is reasonably practicable after becoming aware of any claim which is or may be covered by an indemnity given by the indemnifying Party in this Agreement;
 - 14.4.3 allow the indemnifying Party (if the indemnifying Party so requests) the conduct and control (at the indemnifying Party's cost) of the defence of such claims and any related settlement negotiations;
 - 14.4.4 promptly give the indemnifying Party (at the indemnifying Party's cost) all reasonable co-operation, assistance and information which may be relevant; and
 - 14.4.5 not admit, defend, compromise, negotiate or settle the claim or action without the written consent of the indemnifying Party (such consent not to be unreasonably withheld).
- 14.5 Nothing in this Agreement excludes or limits the liability of the Supplier or its Affiliates for: (a) death or personal injury caused by the negligence of the Supplier or its Affiliates, (b) fraud, or (c) for any other liability which cannot be excluded or limited by applicable law.
- 14.6 Subject to clauses 9.5 and 14.5:
- 14.6.1 the total aggregate liability of the Supplier and its Affiliates in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance or contemplated performance of this Agreement will be limited to the amount of the sums paid by the Customer to the Supplier pursuant to this Agreement (excluding VAT and expenses) during the twelve months preceding the date on which the first claim arises; and
 - 14.6.2 the Supplier and its Affiliates (including their respective employees, agents or authorised representatives) will not be liable to the Customer in contract, tort, misrepresentation or otherwise (including negligence), for any:
 - (a) loss of profits, loss of business, loss of data, depletion of goodwill and/or similar losses or pure economic loss (whether direct, indirect or consequential); or
 - (b) payments made, or damages payable, to a member of any Customer Affiliate; or
 - (c) indirect or consequential loss or damage, costs, expenses or other claims for consequential compensation whatsoever.

15. TERM AND TERMINATION

- 15.1 This Agreement shall take effect on the Contract Start Date and shall continue for the Initial Term, following which time it shall renew automatically for further consecutive periods equal to (and subject to the same Break Notice Dates and Break Notice Periods as) the Initial Term, (the "**Term**"), unless earlier terminated in accordance with clauses 15.2, 15.3, or otherwise in accordance with the terms of this Agreement
- 15.2 Either Party may terminate this Agreement for convenience by providing to the other Party written notice during a Break Notice Period, such written notice to expire on a Break Notice Date.
- 15.3 Either Party may terminate this Agreement, or part thereof, on fourteen (14) days' written notice by notifying the other Party in writing if:
- 15.3.1 there is an Insolvency Event of that other Party;

- 15.3.2 the other Party has committed a material breach of this Agreement which is (i) irremediable; or (ii) capable of remedy and it has failed to remedy the breach within thirty (30) days of receiving notice to do so;
- 15.3.3 the other Party commits a series of breaches of this Agreement and, collectively, the breaches constitute a material breach of this Agreement; and/or
- 15.4 Without prejudice to any rights of termination or suspension set out elsewhere in this Agreement, the Supplier may immediately terminate this Agreement (or, at its option, any part of it) by notice in writing to the Customer if the Customer fails to pay to the Supplier any sum due under this Agreement within 30 days or receipt of notice of late payment from the Supplier as set out in clause 10.2.2.

16. CONSEQUENCES OF TERMINATION

- 16.1 On expiry or termination of this Agreement (or part thereof):
 - 16.1.1 each Party shall return to the other Party or destroy (at that other Party's election) all Confidential Information, property, and equipment (as applicable) of such other Party provided by that other Party (and any copies of the same);
 - 16.1.2 the Supplier shall provide reasonable assistance in transferring the Services and otherwise to ensure an effective handover of all work then in progress to the Customer or any Incoming Supplier;
 - 16.1.3 all licences granted by the Supplier or its Affiliates under this Agreement will terminate automatically; and
 - 16.1.4 the Customer will forthwith pay all outstanding invoices raised by the Supplier pursuant to this Agreement and pay upon demand for all work in progress not previously paid for on a reasonable pro-rata basis (subject to receipt of an invoice for the same from the Supplier) and any reasonable costs and expenses, which cannot reasonably be avoided or mitigated, incurred by the Supplier in connection with the Services terminated prior to their provision. The Customer will not be entitled to receive a refund for any payments already made to the Supplier under this Agreement.
- 16.2 Any outstanding Product deliveries or supplies of Services that have not been made by the date of termination shall be cancelled.
- 16.3 Expiry or termination of this Agreement shall not affect a Party's rights and obligations accrued prior to the time of expiry or termination.
- 16.4 Clauses or other provisions expressed or implied to survive expiry or termination shall continue to be enforceable notwithstanding expiry or termination including the following: clauses 4.3, 4.4, 4.6, 4.7, 9, 10.2, 11, 12, 13, 14, 16, 18, and 22.

17. FORCE MAJEURE

- 17.1 Neither Party shall be liable to the other under this Agreement or any Order if it is prevented from or delayed in performing any of its obligations under this Agreement, or from carrying on its business, by a Force Majeure Event
- 17.2 If a Force Majeure Event affects the Customer, the Customer shall be entitled to suspend partially or totally the Delivery Date(s) until such time as the Force Majeure Event has ceased, and such suspension shall not give rise to any claim by the Supplier against the Customer nor entitle the Supplier to terminate this Agreement.

18. TUPE

- 18.1 The Supplier warrants to the members of the Customer that no employees of the Supplier, its Affiliates and any supplier thereto (direct or indirect) ("**Supplier Party**") are or will be eligible to transfer to the employment of any Customer under the Transfer Regulations (or that any liability in connection with such employees will so transfer) in connection with the termination of Services (or any part thereof).
- 18.2 The Supplier shall indemnify the Customer against all liability, losses, costs and expenses arising in connection with the operation of Transfer Regulations or any right, assertion or claim by an employee of the Supplier or any employee representative that the Customer has obligations, duties to or is otherwise liable to him or her under Transfer Regulations.

19. INSURANCE

- 19.1 Unless otherwise agreed with Customer, the Supplier shall take out and maintain all insurances required by any law, regulation or guideline, and shall take out and maintain:
 - 19.1.1 public liability insurance cover with a minimum cover of at least five million (£5,000,000);
 - 19.1.2 product liability insurance with a minimum cover of such amount as is reasonable for the type of Products to be supplied; and
 - 19.1.3 professional indemnity insurance with a minimum cover of at least five million (£5,000,000).
- 19.2 The Supplier shall produce to Customer at any time on its request, a copy of any aforementioned insurance policy.

20. ASSIGNMENT

- 20.1 The Supplier shall not assign, transfer, charge or otherwise deal with any of its rights under this Agreement without the prior written consent of the Customer.

20.2 The Customer may assign, transfer, charge or otherwise deal with any of its rights under this Agreement and novate any of its obligations under this Agreement to any purchaser of the business or assets (or part thereof) of the Customer subject to the Supplier's prior written consent (not to be unreasonably withheld, conditioned, or delayed).

21. SUBCONTRACTING

21.1 The Parties acknowledge and agree that the Supplier's obligations under this Agreement may, at the Supplier's sole discretion, be performed by any of the Supplier's Affiliates or subcontractors on its behalf, in which case:

21.1.1 the Supplier shall remain solely liable to the Customer for the performance of the Supplier's obligations under this Agreement, and shall be responsible for the subcontractors' acts, errors or omissions as if they were its own acts, errors or omissions; and

21.1.2 such Affiliate(s) or subcontractors shall receive the benefit of all rights expressed to be in favour of the Supplier under this Agreement (and references to "the Supplier" in this Agreement shall be deemed to include such Affiliate(s) only to the extent that such rights are necessary to the provision of the Services, as the context requires).

22. GENERAL

22.1 This Agreement sets out the entire agreement and understanding between the Parties and supersedes any other agreement between the Parties relating to the subject matter which this Agreement covers. In entering into this Agreement each Party acknowledges and agrees that it has not relied on any statements, promises, or representations (whether negligent or innocent) made by the other Party. Nothing in this clause 22.1 shall limit or exclude liability for fraud.

22.2 Except as expressly set out in this Agreement, no failure or delay by a Party in exercising any right or remedy provided by law or under this Agreement shall impair the right or remedy, or operate as a waiver or variation of it, or preclude its exercise at any subsequent time. No single or partial exercise of any right or remedy shall preclude any further exercise of the right or remedy or the exercise of any other right or remedy. The rights of the Parties under this Agreement are cumulative, may be exercised as often as the relevant Party considers appropriate.

22.3 No amendment, variation or waiver of this Agreement shall be valid unless agreed in writing and duly executed by or on behalf of both Parties.

22.4 If any provision of this Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, the other provisions of this Agreement shall nevertheless remain in full force and effect. The Parties shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the Parties' original commercial intention.

22.5 Except as expressly provided in this Agreement, a person who is not Party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

22.6 Nothing in this Agreement or any circumstances associated with it or its performance give rise to any relationship of any agency, partnership or employer and employee between the Customer and the Supplier or between the Customer and any Supplier Personnel, nor authorise any Party to make or enter into any commitments for or on behalf of any other party.

22.7 Any notice to be given or made by either Party under or in connection with this Agreement must be in writing and may be delivered by hand, sent first class post, or sent by facsimile transmission to the address of the other Party appearing on page 1 of this Agreement, or any other address notified in writing from time to time by the Parties. Every notice, if so addressed, is deemed to have been duly given or made, if delivered by hand, upon delivery at the address of the relevant Party, if sent by prepaid first class post, five Business Days after the date of posting, if transmitted by facsimile, at the time of transmission (provided a confirmatory letter is sent by prepaid first class post) and if transmitted by email, at the time of transmission provided that, where, in accordance with the above provisions, any notice would otherwise be deemed to be given or made on a day which is not a Business Day or after 4.00 p.m. on a Business Day, such notice will be deemed to be given or made at 9.00 a.m. on the next Business Day.

22.8 This Agreement and any Order may be executed and delivered by each Party in separate counterparts (including by facsimile or PDF), each of which shall be deemed an original counterpart. All counterparts shall together constitute one and the same agreement.

22.9 This Agreement and any non-contractual obligations arising from compliance with this Agreement shall be governed by and construed in accordance with English law. The Parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof.

SCHEDULE 1

PRODUCTS AND SERVICES

The Parties have agreed that the Supplier shall provide the Customer with the following services:

- 1) Handset provision:
 - i) The Handset will comprise of:
 - a) The Devices and Handset Software
 - b) Connecting charger
 - c) Sim Card
 - d) Such retaining equipment necessary to secure the Devices whilst enabling them to function pursuant to this agreement
 - ii) The Supplier will be responsible for installing all Handsets such installation will take no more than one hour per Tenant unless previously agreed by the Customer provided that the following preparations have been made by the Tenant:
 - a) Access to a plug socket in close proximity to the Tenant's EPoS System
 - b) Wi-Fi network name and password available
- 2) Handset Software:
 - i) The Handset Software will allow:
 - a) Tracking the transactions of each Guest by scanning the barcode allocated to them. Tracking the transactions may include gathering:
 - Date and time of each transaction
 - Redemption of offers previously made available to the Guest by the Customer
 - Identification of the Guest
 - Tracking of transaction value dependent on store staff entering in amount
 - ii) The Handset Software will be configured to constantly attempt to connect to the internet in the priority order as follows:
 - a) Wi-Fi; where no Wi-Fi network is available, either temporarily or permanently, the Device will connect via mobile broadband using the SIM card installed in the Device; where mobile broadband is not available temporarily the Device must operate in offline mode.
 - b) Where a connection to the internet is not available to the Device in-situ, the Tenant will need to make provision to connect the Device to the internet by other means from time to time in order to send the scan data to the server and load any updates to the promotions or configuration of the Device
 - iii) The Handset Software will operate in 'offline mode' when there is no connectivity available.
 - a) If the Device cannot connect to the internet the Handset Software will continue to operate in accordance with the terms of this Agreement but with limited functionality:
 - all data stored will not be transmitted to the Database in real-time but will be transmitted when internet connection is re-established.
 - no ability to check:
 - (a) previous spend of Guest
 - (b) previous interaction with the Handset Software by the Guest
 - For complex promotions that require connection to the server for validation, the Device will default to 'accept' the transaction
- 3) Coniq administration platform:
 - i) The Supplier will provide an administration platform to allow the Customer to:
 - a) Manage and store Guest level data (e.g. name, address) and allocate specific tags to groups of Guests (e.g. VIP customer)
 - b) Real-time monitoring of the redemption of offers by Guests
 - c) Segment and email Guests

- ii) All contact, transaction and offer data required for the Customer to operate the System will be installed on a SQL database. The Customer's data is not accessible to other customers of the Supplier and is protected via an encrypted password for human access, and IP verification plus encrypted handshake for API access
- iii) The Database currently resides on servers hosted by Amazon in Ireland on behalf of the Supplier. The Supplier will not change the servers' location or the party hosting them without the Customer's prior written consent
- iv) Data back-up:
 - a) The Supplier will, on each calendar day, make an accurate and comprehensive backup of the complete Database to a secure server operated by the Supplier.
 - v) The Supplier will send up to 1,000,000 emails per calendar year from the platform
- 4) Delivery Date
 - i) Delivery dates for any additional development work will be stipulated in the Orders that request such work
- 5) Tenant Engagement
 - i) Supplier will provide resource to encourage tenant engagement and work with the tenants and customer resource to locate offers for the scheme. The number of days per month of Tenant Engagement will be specified in Schedule 3
 - ii) Ad hoc centre visit requests – Supplier will send resource to Customer centres by request. Customer will be charged expenses and man day cost of £600.00 per day.
- 6) Print proofing – Supplier will cater for print proofing with a minimum of 3 working days' notice given by the Customer.

SCHEDULE 2

CHARGES

- 1) Charges will be applied as defined in the Order form
 - i) New centre roll outs will incur set up charges and additional ongoing charges, to be agreed between the Customer and Supplier in the future.
 - ii) All charges to be applied annually in advance and exclusive of VAT
 - iii) Unless Specified in the Order, the charges do not include:
 - a) The use of the Google AdWords Tracking plugin.
 - b) The use of the Social Rocket product.
 - c) The ability for customers to request their receipts be emailed to them as part of checkout.
 - d) SMS delivery.
 - e) End of day sales totals from Tenants.
 - f) Inbound and out bound support calls to Tenants
 - g) The EPOS Software
- 2) Additional Charges:
 - i) Unless specified in an order, additional loyalty marketing and tech advisory services beyond 1 day per quarter that is requested by the client will be charged at £800 per day, subject to written consent to proceed from the Customer. Additional bespoke development work that is requested by the Customer will be charged at a rate of £800 per day for scoping and design and at a rate of £600 per day for development, subject to written consent to proceed by the Customer. Unless stated otherwise this work is invoiced 100% upon signing an Order
 - ii) Where requested by the Customer, on-site installations will be charged at a rate of £600 per day or £400 per part day where part day means being on site for six hours or less, plus reasonable travel, accommodation and subsistence costs. Days spent in remote locations where an overnight stay is necessary will be considered as full days
 - iii) Lost or damaged Handsets will incur a £150 replacement fee

3) Expenses

- i) Supplier will be responsible for all out-of-pocket expenses unless otherwise agreed by the Customer and the Supplier.

SCHEDULE 3

PERFORMANCE STANDARDS

1) Reporting

- i) Annually, a summary report of the year provided in advance of the annual review.
 - Incident numbers by shopping centre
 - Usage statistics for scanners
 - Shopping centre by shopping centre summary of the annual activity

2) Key Performance Targets

Service	Target
Handset Provision	<ul style="list-style-type: none"> • If a scanner handset stops working then it will be replaced by the supplier within 7 days of being notified. The Customer will pay the replacement fee specified in Schedule 2 (2.iii). The faulty handset will be returned to the supplier where if it is deemed to be faulty the replacement fee will be refunded. • Handsets will be deemed to be working if they can scan and redeem codes either online or offline. • Where remote or onsite maintenance of the scanners is required it will be performed at the most convenient time as agreed between Customer and Supplier
Scanning software	<ul style="list-style-type: none"> • The scanner will recognise the code and give a response within 15 seconds
Coniq Admin Platform	<ul style="list-style-type: none"> • Minimum of 99% availability in any quarter (3 month period) • When scheduled maintenance or upgrade is required the customer will be informed with at least 6 hours' notice. • Platform changes and enhancements will be communicated prior to release.
Coniq API provision	<ul style="list-style-type: none"> • Minimum of 99% availability in any quarter (3 month period) • When scheduled maintenance or upgrade is required the customer will be informed with at least 6 hours' notice.
Provision of externally-available sign-up forms	<ul style="list-style-type: none"> • Minimum of 99% availability in any quarter (3 month period) • Where routine maintenance or upgrade is required the Customer will be notified 6 hours ahead.
Transfer of data from Supplier to Customer	<ul style="list-style-type: none"> • If data transfer is required, the Supplier will send a file of redemptions to a secure FTP server as advised by the Customer; dependant on the customer ensuring that there is sufficient space provided on the FTP server
Data back-up	<ul style="list-style-type: none"> • Only a backup copy of the Database that is 24 hours old or less will be used by the Supplier to restore the Database if required • Any recovery of the Database will be completed by the Supplier on a Business Day and within four working hours of being requested to do so by the Customer
Offer loading	<ul style="list-style-type: none"> • Any offers from merchants gathered by the Customer will be loaded onto the Coniq platform within three working days, providing all relevant information has been provided to the Supplier
Tenant engagement	<ul style="list-style-type: none"> • The Supplier will spend not less than 3 days per month engaging with tenants with the program, if ongoing merchant engagement is specified on the Order Form

3) Support

i) Handset Support Mechanism

- a) When handset issues arise there will first be a line of resolution from the tenant employees who will troubleshoot from a self-help checklist provided by the supplier.
- b) If the tenant employee is unable to resolve the issue they, will raise the issue to the supplier either by phone, email or directly into the ticket tracking system. If the issue is raised outside the supported hours as described in Section 3 below the response from the supplier will be given within 2 hours of the resumption of support.
- c) When an issue is raised it will be dealt with by the supplier as per the Incident Management protocols laid out in Schedule 4.

- ii) Consumer Support Mechanism
 - a) When consumer issue arises that is connected to the Supplier's Services there will first be a line of resolution from the Customer's employees who will troubleshoot from a self-help checklist provided by the supplier.
 - b) If the Customer's employee is unable to resolve the issue they, will raise the issue to the supplier either by phone, email or directly into the ticket tracking system. If the issue is raised outside the supported hours as described in Section 3 below the response from the supplier will be given within 2 hours of the resumption of support.
 - c) When an issue is raised it will be dealt with by the supplier as per the Incident Management protocols laid out in Schedule 4.
 - iii) Support Provision
 - a) Standard support will be provided by the supplier within the following days and times:
 - a) Mon – Fri, 9am – 6pm
- Support will be provided in English as a minimum

Training:

- i) Whilst the System is being implemented in a Customer location the Supplier will provide training to up to three nominated Customer employees; the training will include an overview of the System and how it works together with common troubleshooting techniques.
- ii) The Supplier will provide sufficient training and supporting materials to enable Customer employees to replace Handsets as required

SCHEDULE 3

INCIDENT MANAGEMENT

1) Incident Prioritisation

Priority	Incident ticket status	Impact
Priority 1	Urgent	An issue which prevents a tenant trading
Priority 2	High	An issue that causes significant business impact
Priority 3	Normal	Limited loss of system functionality with little business impact
Priority 4	Low	Anything below Priority 1,2 or 3

2) Incident Response expectation

Incident Priority	Response Time
Priority 1	Response within 45 mins
Priority 2	Response within 2 hours
Priority 3	Response within 4 hours
Priority 4	Response within 8 hours

All response and resolution expectations are based on the provisioned hours of support as detailed in schedule 3. Also they rely on the Customer logging the incident and in line with the correct information being supplied as required by agreement between customer and supplier from time to time.

3) Response Mechanism

- i. Acknowledgement will be made by email which will contain a unique incident number, date, short description of the incident and the person allocated by the supplier to obtain resolution.
- ii. Acknowledgement emails will be sent to the customer representative who raised the incident and to the Customers principle representative.
- iii. The supplier will use their own incident logging and tracking system to raise and manage incidents for the Customer.

4) Incident Resolution

Incident Priority	Resolution Time
Priority 1	Resolution in 2hrs from response and from Supplier getting access to the Tenants EPoS system
Priority 2	Resolution within 8 hrs
Priority 3	Resolution within 3 days

- 5) Resolution Mechanism
 - i. Incidents that are not resolved in line with the expectations on timing will be escalated to senior management for both Customer and Supplier.
- 6) KPI Breach
 - i. Where a KPI as detailed in Schedule 2 section 2 has not been met the KPI breach will be notified to the customer via the initial escalation representatives for both Customer and Supplier. This will happen within 2 hours of becoming aware of the breach of KPI and will include a description of the breach and what caused it.
- 7) Escalation
 - i. Senior management time will be provided to ensure that there is a path for escalation of issues on the supplier side. The priority of the escalation will be determined by the severity of the incident.

Regular updates of any breach will be given until the issue is resolved. The timing of these updates will depend on the priority of the issue.