

### **1. BASIS OF SERVICE**

- 1.1. The Service is provided in accordance with the Agreement and includes:
  - (i) Right to Access and Use the Service;
  - (ii) Service Support;
  - (iii) Service Platform Overview.
- 1.2. For the avoidance of doubt the Customer is solely responsible for obtaining and maintaining at its own expense, all compatible systems and equipment needed to access the relevant Service including but not limited to internet access.

### **2. RIGHT TO ACCESS AND USE THE SERVICE (SAAS/HOSTING)**

- 2.1. In relation to a software-as-a-service solution, the Customer has the Right to Access and Use the Service for the Term on a non-transferable, non-exclusive basis in accordance with the relevant End User Licences as from the date of payment. In relation to a hosting solution, the Customer has the right to use the Service for the Term in accordance with the relevant End User Licences as from the date of payment.
- 2.2. In relation to a software-as-a-service solution, the Right to Access and Use the Service can be extended to any End Users or Permitted Entities provided always that Permitted Entities: (i) are not Competitors of Operati; (ii) such rights will automatically cease if they cease to be a Permitted Entity. The Customer accepts responsibility and liability for the acts and/or omissions of the End Users and Permitted Entities.
- 2.3. Both Parties will (and the Customer will procure that the End Users and Permitted Entities will) comply with any relevant Policies in conjunction with the use of the Service.
- 2.4. In relation to a hosting solution only, the Service will automatically terminate upon termination of the associated Software licence or Service Support.

### **3. SERVICE SUPPORT (SAAS/HOSTING)**

- 3.1. Operati will provide Service Support (as applicable) in accordance with the relevant Service Support Policy or Third Party Support Policy.

3.2. In relation to a software-as-a-service solution, if an Error has been corrected or is not present in a more current Update of the Service, Operati will have no obligation to correct such Error in prior Updates of the Software. Some Updates will occur automatically, while others may require the Customer to schedule and implement the changes or may require training services. Where the Service requires the Customer to assist with Updates, Operati reserves the right to suspend provision of the Service Support in the event Updates are not implemented within a reasonable time following request to do so.

#### **4. SERVICE PLATFORM OVERVIEW (SAAS/HOSTING)**

4.1. The Service is provided in accordance with the Service Platform Overview available online.

#### **5. CHANGES**

5.1. The Service is continually evolving and Operati reserve the right to:

5.1.1. (i) add and/or substitute equivalent functionality within the Service (including substituting equivalent products for any Third Party Services for example in the event of product unavailability, end-of-life or changes to software requirements); (ii) require use of certain browsers used to access the Service; and (iii) update the Service Support for the Service and any Third Party Service(s);

5.1.2. change any Data Centre or third party platform provided that the service provided by the replacement Data Centre or platform is at least equivalent to the previous offering. If the Service is not provided as a software-as-a-service solution and there is an underlying component of the infrastructure and associated platforms that needs to be materially upgraded, Operati reserves the right to pass on these additional charges if they are material in nature.

5.2. The Customer must ensure that if an API provided as part of the Service is updated (as may be notified by Operati from time to time) then: (i) the Customer shall make (as soon as is reasonably practicable) such consequential modifications (if any) as are necessary within the Customer

operating environment(s) such that they continue to interoperate with the API or (ii) request Operati to do so if possible as a chargeable activity. If the Customer fails to comply with this clause, then Operati may suspend (i) the Customer's access to any Service or Third Party Service; or (ii) Operati's performance of the Agreement; upon ten (10) calendar days' written notice.

### **6. OPEN SOURCE SOFTWARE TERMS AND THIRD PARTY TERMS**

- 6.1. Nothing in this Schedule limits a Customer's rights under, nor grants a Customer rights that supersede the Open Source Software Terms. Any Fees charged by Operati in connection with the Service do not apply to the OpenSource Software wherever fees may not be charged under the applicable Open Source Software Terms. Copies are available for inspection online.
- 6.2. Where a Third Party Service is provided, the Customer accepts the associated Third Party Terms. Copies are available for inspection online. In relation to a software-as-a-service solution, in any event where a Third Party Service is provided as part of the Service the Customer shall have no broader Right to Access and Use the Third Party Service than it does in relation to the overarching Service provided by Operati.
- 6.3. In the event of any conflict between the Service Terms, Open Source Software Terms and Third Party Terms, the Open Source Software Terms and Third Party Terms will take precedence for the Open Source Software and Third Party Service respectively only.
- 6.4. The Customer will comply with the relevant Open Source Software Terms or Third Party Terms and indemnify Operati for any losses, liabilities, damages, costs or expenses that Operati may incur or suffer as result or in connection with a breach of such Open Source Software Terms or Third Party Terms.

### **7. SECURITY**

- 7.1. The Service is provided in accordance with the relevant technical and organisational security measures contained in the applicable Service Description. No form of encryption is totally secure and Operati cannot and

does not guarantee the privacy or security of any information transmitted over or stored in any system connected to the Internet.

### **8. RETURN OF DATA ON EXPIRY OR TERMINATION OF THE TERM**

8.1. Data return on expiry or termination of the Term is set out in the Data Return And Deletion policy

### **9. GENERAL**

9.1. Operati can monitor the Right to Access and Use the Service and/or compliance with this Schedule and/or End User Licences at any time without prior notice. If necessary, the Customer will at the request of Operati operate and run a tool or program provided by Operati in order to verify that the use of the Service complies with (i) the Right to Access and Use the Service (ii) this Schedule and (iii) any End User Licences .

9.2. Operati may suspend the Service without notice and without any liability to the Customer if: (i) the Service is being used in breach of the Agreement (including without limitation failure to pay any Fees); (ii) there is a breach of security and Operati reasonably believe that the suspension of the Service is necessary to protect any network; (iii) due to emergency Downtime Events; or (iv) if required by law, enforcement, regulatory or government agency.