

DOT Datasprint End User Licence Agreement

1.0 DEFINITIONS

- 1.1** "DOT GROUP" means DOT GROUP Limited of 20 King Street, London, England, EC2V 8EG, United Kingdom (Company Registration no: 03588863).
- 1.2** "CUSTOMER" means the party that is stated on the relevant signed and countersigned DOT GROUP's Solution Order Schedule. Customer is inclusive of the set of legal entities that, by more than 50%, owns, are owned by, or are under common ownership with the stated party.
- 1.3** "Order Schedule" means the applicable signed and countersigned DOT GROUP's Solution Order Schedule and related DOT GROUP Datasprint Solution Terms & Conditions.
- 1.4** "Effective Date" means the Effective Dates as defined in the signed and countersigned DOT GROUP's Solution Order Schedule.
- 1.5** "Authorised User" means an individual who is authorised by CUSTOMER to use the specified Software as part of the Solution, whether or not that individual is logged on to that Software.
- 1.6** "DOT GROUP Proof of Entitlement" means evidence that confirms the eligible software as part of the solution and level of use for which CUSTOMER is authorised.
- 1.7** "Services" means the consulting, training, support, education or other services provided to CUSTOMER by DOT GROUP as described in the applicable DOT GROUP's Solution Order Schedule. A Statement of Works "SoW" may be required to identify the extent of services required.
- 1.8** "Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control" for purpose of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.
- 1.9** "Intellectual Property Rights" means all patents, trademarks, trade or business names, design rights, copyright, database rights, know-how and domain names (whether or not any of these are registered and including all applications for registration of any of them) and all other rights of a similar nature or having equivalent or similar effect to any of those which may subsist anywhere in the world.
- 1.10** "Party" means a party to these Terms and Conditions, DOT GROUP's Solution Order Schedule or a Statement of Works as applicable.
- 1.11** "Confidential Information" means all confidential and proprietary information of either party to the Order Schedule or a Statement of Works ("Disclosing Party") disclosed to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including the terms and conditions of the Order Schedule (including pricing and other terms reflected in all Order Forms hereunder), Customer Materials, the Services, the supplied technology, business and marketing plans, technology and technical information, screen and product designs and business processes. Confidential Information (except for Customer Data) shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party.
- 1.12** "Software" refers to the relevant Software included within the DOT GROUP Solution. This is the IBM Software embedded within the Solution.
- 1.13** "Value Added Components" - refers to the unique DOT GROUP packaged Solution components listed within the DOT GROUP Solution Order Schedule, incorporating various aspects of Services and Software.
- 1.14** "Software Vendor" means IBM (International Business Machines Corporation).
- 1.15** "DOT GROUP Solution" or, "DOT GROUP's Solution" or, "Solution" means the components as detailed in the Order Schedule.
- 1.16** "New Release" means a subsequent major release of Software and Related Documentation which is provided, if and when available, to CUSTOMERS generally who have an agreement for support which includes the right to receive New Releases. New Release does not include any release, option or future program which DOT GROUP licences separately.

- 1.17** "Customer Data" means all data, meta data, information or other content (i) transmitted to DOT GROUP by CUSTOMER, or (ii) otherwise stored or hosted by DOT GROUP.
- 1.18** "Customer Materials" means all information, content, data or any other materials disclosed or provided to DOT GROUP by the CUSTOMER pursuant to the terms and conditions set forth herein, for the purpose of assisting DOT GROUP with the performance of its obligations under the Order Schedule.
- 1.19** "DataSprint on Cloud" refers to a deployment of DataSprint on a DOT Group Private Cloud

2.0 GENERAL

- 2.1** DOT GROUP may use individuals names and addresses as may be provided to DOT GROUP within the DOT GROUP of companies world- wide and within the Software Vendor in order to perform its obligations under this Solution Order Schedule, provided that DOT GROUP shall at all times comply with the EU General Data Protection Regulation 2016/679 ('the Data Protection Regulation'), together with all other applicable legislation in force from time to time relating to the processing of personal data and privacy and shall not perform any obligation in such a way as to cause either party hereto to breach any of its obligations under the Data Protection Regulation.
- 2.2** If any provision of these Terms and Conditions or Order Schedule is, or becomes, unenforceable, it will be severed from the relevant document and the remainder of the document will remain in full force and effect.
- 2.3** The solution provided in the Order Schedule incorporates software products from IBM. CUSTOMER agrees any software use will adhere to the [IBM International Program Licence Agreement "IPLA"](#).
- 2.4** The CUSTOMER may not assign or transfer its rights under the Order Schedule to a third party without DOT GROUP's prior written consent, such consent not to be unreasonably withheld. DOT GROUP may assign or transfer all or part of any of the Order Schedule to the Software Vendor, provided that DOT GROUP shall ensure that the Software Vendor maintains the confidentiality of all Confidential Information as if it were a party hereto'. DOT GROUP may disclose any of CUSTOMER's information which is reasonably necessary to effect such assignment.
- 2.5** These Terms and Conditions or Order Schedule, and any matters relating to it, will be governed, construed and interpreted in accordance with the laws applicable in England and Wales.
- 2.6** The CUSTOMER will ensure that the Solution (and any direct products thereof) is exported or re-exported in compliance with applicable statutes (including US export law) or regulations relating to the country of destination, or the users or uses of the Solution.
- 2.7** Neither Party will disclose any commercial details of these Terms and Conditions or Order Schedule to any third party without prior consent.
- 2.8** DOT GROUP reserves the right to request payment for the Solution (software, support and services) listed in line with the Purchase Order information provided. If the CUSTOMER confirms that they do not wish to submit a specific Purchase Order for the Order Schedule, DOT GROUP will accept a digital signature from an authorised officer of the CUSTOMER. An order cannot proceed until either are provided and cannot be submitted at a later date; neither can payment be delayed for the purposes of requesting a Purchase Order.
- 2.9** Third party suppliers of associated software and Value Added Components included in the Solution disclaim any and all liability for consequential damages and implied warranties (including, as permitted by law, the implied warranties of non-infringement, satisfactory quality, merchantability and fitness for a particular purpose).
- 2.10** In the course of their dealings, the Parties may disclose to one another Confidential Information relating to their business, ("Confidential Information"). Neither Party will disclose Confidential Information to any third party, other than to its employees, or contractors, without the express written consent of the other Party, nor will a Party, make use of any Confidential Information other than in the performance of rights or obligations under the Order Schedule. Each Party will use at least the same degree of care to avoid disclosure of Confidential Information as it uses with respect to its own Confidential Information. Confidential Information does not include Information:
- a) Generally available to or know to the public
 - b) Previously known to the recipient
 - c) Independently developed by the recipient outside the scope of the Order Schedule
 - d) Lawfully disclosed by a third party

3.0 SOLUTION LICENCE

- 3.1** In accordance with the terms as described in the Order Schedule and effective from the stated Effective Date, DOT GROUP grants the CUSTOMER a non-exclusive, non-transferable Licence, for the Value Added Components as outlined in the DOT GROUP's Solution Order Schedule, to:
- a) load, store, transmit and execute the object code form of the Solution programs exclusively for the processing of its own data for its own internal purposes
 - b) use the user manuals and documentation (in hard copy or electronic format as may be applicable) relating to the Solution ("Related Documentation"). Each copy of the Solution and any upgrade or New Release of the Solution is subject to the provisions of the Order Schedule
- 3.2** This right is limited to the level of authorised use, such as an Authorised User or other specified level of use, paid for by CUSTOMER as evidenced in the DOT GROUP Solution Order Schedule. The CUSTOMER's use may also be limited to a specified machine or subject to other restrictions.
- 3.3** The CUSTOMER agrees not to make any copies of the IBM Licence, either in whole or in part, without the express written permission of IBM. The CUSTOMER further agrees to immediately notify the DOT GROUP of any unauthorised copying of IBM Licences. Should unauthorised copies be made, the CUSTOMER agrees to return or destroy any copies of IBM Licences.
- 3.4** The CUSTOMER should not duplicate, modify, distribute the software Licence.
- 3.5** THE CUSTOMER may not share the IBM Licence with any third parties.
- 3.6** In addition, the CUSTOMER is not authorised to use the Solution to provide commercial IT services to any third party, to provide commercial hosting or timesharing, or to sub-licence, rent, or lease the Value Added Components unless expressly provided for in the applicable Order Schedules under which the CUSTOMER obtains authorisations to use the Solution.
- 3.7** All Licensed DataSprint CUSTOMERS have a bandwidth capacity limit, the CUSTOMER is not permitted to change the aggregate bandwidth.
- 3.8** Additional rights may be available to the CUSTOMER subject to the payment of additional fees or under different or supplementary terms.
- 3.9** The Software may only be used in conjunction with the Value Added Components issued as part of the Solution.
- 3.10** The Value Added Components include provision of Cloud Storage and an allocation of Cloud Data Transfer. Details of the allocation will be included in the Order Schedule. Any overage or egress from this allocation will be subject to additional charges, as listed in the Order Schedule.

4.0 IBM CLOUD NODE USAGE

- 4.1** The first 1Tb of data is included. Every additional 1Tb will be charged to the CUSTOMER in arrears, unless a pre-payment has been agreed and quoted to END USER before usage takes place, at a cost of £1,668 per Tb.
- 4.2** The price listing is as follows:-
- a. Cloud transfer cost at £1,668 per Tb
 - b. Cloud Storage is charged at £0.03p per GB
 - c. Cloud Egress is charged at £0.03p per GB
 - d. First 10TB Cloud Storage included
 - e. First 100TB of Egress included
- 4.3** Any CUSTOMER using cloud transfer without purchasing the data before hand will be subject to billing in arrears at the rates listed above.

5.0 MAINTENANCE

- 5.1** DOT GROUP will provide support for the Solution in accordance with the prevailing DOT GROUP support policies as detailed in the DOT GROUP's Service Level Agreement and access to New Releases.
- 5.2** The Solution maintenance shall commence on the Effective Date of the Order Schedule until the End Date of the Order Schedule.

- 5.3 To maintain continuity of support, we will require upgrades to our solution in line with the Software Vendor's releases. DOT GROUP reserves the right to withdraw support at any time if the CUSTOMER is not able to accommodate regular upgrades. At least 12 months notice will be given to CUSTOMER of any pending version falling out of support.

6.0 FEES & CHARGES

- 6.1 CUSTOMER will pay DOT GROUP the fees and other amounts specified in the Order Schedule within 30 days of date of each invoice.
- 6.2 Any amount payable by CUSTOMER to DOT GROUP under the Order Schedule which has not been paid in accordance with the provisions of the Order Schedule will be subject to a service charge, on a day to day basis from the date payment should have been received by DOT GROUP, of 3% (Three percent) per annum above the bank of England Base Rate during the period of delay.
- 6.3 All sales, Value Added and other taxes relating to an order, excluding taxes on the income of DOT GROUP, will be paid by the CUSTOMER. Where applicable, CUSTOMER will pay any withholding taxes on behalf of DOT GROUP upon DOT GROUP's request and promptly send DOT GROUP any certificates of payment received from taxation authorities.
- 6.4 The Solution and CUSTOMER access to any Value Added Components may be suspended or terminated if CUSTOMER's account falls in to arrears. Upon termination, CUSTOMER will pay the full balance due on the Order Schedule.
- 6.5 DOT GROUP will continue provision of the Solution at then current charges, unless the CUSTOMER provides written notice of termination 60 days prior to expiration of the term.

7.0 WARRANTY

- 7.1 DOT GROUP warrants that it has the right to grant licences to Software within the Solution as set out in the Order Schedule.
- 7.2 The Software adheres to the warranty set out in the IBM Program Licence Agreement (IPLA).
- 7.3 DOT GROUP warrants that the Software, when used in its specified operating environment, will conform to its specifications. The Software's specifications, and specified operating environment information, can be found in documentation accompanying the software (such as a read-me file) or other information published by the Software Vendor.
- 7.4 The warranty applies only to the unmodified portion of the Software. DOT GROUP does not warrant uninterrupted or error-free operation of the Software, or that the Software Vendor will correct all Software defects. CUSTOMER is responsible for the results obtained from the use of the Solution.
- 7.5 These warranties are CUSTOMER's exclusive warranties and replace all other warranties or conditions, express or implied, including, but not limited to, any implied warranties or conditions of merchantability, satisfactory quality, fitness for a particular purpose, title, and any warranty or condition of non-infringement.

8.0 LIMIT OF LIABILITY

- 8.1 The total liability of DOT GROUP to the CUSTOMER for any claim under the Order Schedule, whether arising by contract, tort, equity or misrepresentation, will not exceed the sum paid by the CUSTOMER during the preceding 12 month period which gives rise to the claim.
- 8.2 The foregoing limit does not apply to:
- a) the indemnity given in Section 9

- b) death or personal injury arising from negligence or for fraud or fraudulent misrepresentation of DOT GROUP or
- c) in respect of accidental loss of, or damage to, CUSTOMER's tangible property, to the extent caused by DOT GROUP, its employees or subcontractors for which the financial limit is £2,000,000.

9.0 INDEMNIFICATION

- 9.1** DOT GROUP will indemnify, defend and hold the CUSTOMER harmless against any claims, legal actions, losses, and other expenses arising out of, or in connection with, any claims that the Solution (as used within the scope of the Order Schedule) infringes or violates any Intellectual Property Right of any third party ("Claim"), on the condition that the customer notifies DOT GROUP promptly of the Claim and gives DOT GROUP sole control of the defence and negotiations for its settlement or compromise.
- 9.2** If a final judgement prohibits the CUSTOMER from continued use of the Solution by reason of a Claim, or if at any time DOT GROUP is of the opinion that the Solution is likely to become the subject of a Claim, DOT GROUP will use its reasonable commercial efforts to:
- a. obtain for the CUSTOMER the right to use the Solution, or
 - b. Replace or modify the Solution so that it is no longer subject to a claim but performs the same functions in an equivalent manner.
- 9.3** DOT GROUP will have no liability for any Claim based on:
- c. use of Software versions other than current release of the Software (if the Claim could have been avoided by that release), or
 - d. any use or modification of the Solution outside the terms of this licence or not approved by DOT GROUP
- 9.4** The Section states the entire responsibility of DOT GROUP concerning Claims and will survive the termination of the Order Schedule.

10.0 TERM AND TERMINATION

- 10.1** A Party ("Terminating Party") may terminate any licence service on written notice to the other if the other party fails to remedy a breach of any material obligation under the Order Schedule within 60 (sixty) days after receiving notice thereof from the Terminating Party. If the Order Schedule is terminated, the parties will continue to be liable for any liabilities accrued or amounts payable prior to that termination.
- 10.2** If CUSTOMER fails to comply with the terms of the Order Schedule, DOT GROUP reserves the right to terminate the Order Schedule and all copies of the Solution and any associated documents provided by DOT GROUP must be destroyed
- 10.3** For the avoidance of doubt, no termination of this agreement is permitted within the agreed term laid out in the Order Schedule.

11.0 AUDIT RIGHTS

- 11.1** Excepting DataSprint Cloud deployments (see 1.19), CUSTOMER will keep accurate records of the number of copies of Software made and distributed, the identity of end users and their location. DOT GROUP may enter the CUSTOMER's premises, under escort by a customer's employee, during business hours on 10 (ten) business days' notice for the purpose of examining, or having examined (at its own expense) and taking copies of, CUSTOMER's relevant books, records and computers to verify CUSTOMER's fulfilment of its obligations under the Order Schedule. DOT GROUP may disclose this information to the Software Vendor, or its authorised agents, under obligations of confidence.
- 11.2** CUSTOMER agrees to meet any cost incurred, including Software Vendor non-compliance fees, for any



usage over and above the quantities set out in the Order Schedule(s) signed by CUSTOMER

12.0 MARKETING AND PUBLICITY

The CUSTOMER will allow DOT GROUP to use CUSTOMER's name and logo on their website, in presentations and on marketing collateral. Any further marketing or publicity activity will be agreed in writing with CUSTOMER in advance and will be at CUSTOMER's discretion. Marketing & publicity includes:

12.1 Press Release. Upon completion of implementation services, DOT GROUP may issue one press release, distribution costs paid by DOT GROUP, to announce CUSTOMER's selection and implementation success. No financial or contract details will be included.

12.2 Case Study. CUSTOMER will work with DOT GROUP to create a case study describing how DOT GROUP has benefited its operations. DOT GROUP will pay all costs associated with creation and distribution of the case study. Creation and Distribution of the case study and an accompanying press release is subject to CUSTOMER's prior approval.

12.3 Reference Calls. Subject to CUSTOMER's availability, CUSTOMER will participate in reference calls as reasonably requested by DOT GROUP in advance