GSA negotiated 2021-04-09

Framework Agreement

This Agreement is entered into as of the date set forth in the Purchase Order, Statement of Work, or similar document ("Effective Date")

This Framework Agreement is effective from the Effective Date stated above and is entered into between:

Quantexa Inc. a company incorporated in the state of Delaware whose registered office is a US corporation whose registered office is WeWork Fulton Centre, 200 Broadway, 200 Broadway, United States; ("**Supplier**") and

The Ordering Activity under GSA Schedule contracts identified in the Purchase Order, Statement of Work, or similar document**; ("Customer")** each a "party" and together the "parties".

Background

A. Quantexa is a provider of entity resolution, network analysis & scoring software and professional services and the Customer wishes to purchase certain software subscriptions and related services from Quantexa.

B. The parties which to use this Agreement as the framework for the supply of Quantexa software and or services in accordance with the terms of this Agreement.

IT IS HEREBY AGREED between the parties as follows:

1. The Agreement consists of (i) this Signature Page, (ii) The General Terms and Conditions, (iii) the additional terms of each Annex where applicable any other terms or policies referenced herein attached hereto and (iv) each Order (collectively the "**Agreement**").

2. Quantexa shall provide such professional services ("**Services**") or Quantexa proprietary software products ("**Software**") as shall be specified in a Statement of Work for Services or a Software Schedule as applicable and as agreed between the parties, each an ("**Order**").

3. Where Quantexa supplies the Customer with Services, the additional Services Terms as set out in **Annex 1** shall apply **("Services Terms").**

4. Where Quantexa supplies the Customer with Software, the additional Software License Terms as set out in **Annex 2** shall apply ("**Software Terms**").

5. Each Order shall incorporate the terms of this Agreement as applicable and shall constitute a separate agreement between the parties. Where the provisions of an Order conflict with the provisions of the General Terms and Conditions, the latter shall prevail save where the conflicting provision is set out under the Special Terms of the relevant Order in which case such special terms shall prevail but only for the purposes of that particular Order.

The parties hereto have caused this Agreement to be executed by their duly authorized representatives:

Quantexa BVBA	**Customer**
Signature______________________________	Signature ______________________________
Printed________________________________	Printed ________________________________
Title__________________________________	Title __________________________________

General Terms and Conditions

It is agreed by the parties as follows:

1. **Definitions.** Capitalised terms not otherwise defined herein or elsewhere in the Agreement shall have the meaning set forth in Appendix 1of these General Terms and Conditions:

   'Applicable Data Protection Laws': means the Federal data protection laws of the United States and Regulation (EU) 2016/679 of the European Parliament on the protection of natural persons with regard to the processing of personal data and any act of UK parliament which brings this into force, and any other applicable data protection laws and regulations regarding the privacy and the protection of "personal data" or "personally identifiable information" (as defined by such laws);

   'Customer Data': information provided by or on behalf of Customer or the data inputted by or collected from Customer, or by Supplier on Customer's behalf for the purpose of using the Hosting Services or facilitating Customer's use of the Hosting Services or data that is created or derived by Customer or any Authorised Users through their use of the Software;

   'Customer Materials': the Customer Data and any software, applications or other materials or information provided by Customer to Supplier under the Agreement

   'Deliverable': an item that is to be delivered to Customer as part of the Services as specified in a SOW and which may take the form of a report, a document or code but EXCLUDING any Software.

   Documentation: means the Supplier specifications and user guides for the Software as made available by Supplier to Customer;

   'Force Majeure Event': means acts, events, omissions or accidents beyond either party's reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving its workforce or any other party), failure of a utility service or transport or telecommunications network, injunction or compliance with governmental laws, regulations or orders, act of God, war, riot, civil commotion, malicious damage, fire, flood or storm in accordance with FAR 52.212-4(f).

   'Intellectual Property Rights': intellectual property rights, including without limitation, rights in patents, trademarks, service marks, trade names, other trade-identifying symbols and inventions, copyrights, design rights, database rights, rights in know-how, trade secrets and any other intellectual property rights arising anywhere in the world, whether registered or unregistered, and including applications for the grant of any such rights.

   'Software' shall have the meaning as set out at Annex 2

2. **Warranties**

   2.1. Each party warrants to the other that it has the right to enter into the Agreement.

   2.2. The warranty in respect of the Software or Services shall be as set out in the applicable Annex.

   2.3. The Services or Software is not intended to dictate Customers actions required for compliance with applicable legal or regulatory matters, but as a computer platform to enable Customer to automate, improve or assist with certain of the Customers business activities. Customer understands and acknowledges and agrees that it is solely the Customers responsibility to ensure that any requirements imposed on it under applicable law and regulation are accurately implemented.

   2.4. The Software or Services are not intended to dictate Customers actions required for compliance with applicable legal or regulatory matters, but as a computer platform or services to enable Customer to automate, improve or assist with certain of the Customers business activities. Customer understands and acknowledges and agrees that it is solely the Customers responsibility to ensure that any requirements imposed on it under applicable law and regulation are accurately implemented.

2.4 Except as expressly and specifically provided in the Agreement, all other conditions or warranties not set out herein, whether written or oral, express or implied by statute, at common law or otherwise, including any warranties or conditions of satisfactory quality or fitness for purpose are excluded to the fullest extent permitted by law.

3. Customer Obligations

3.1. Customer shall:

- 3.1.1. provide Supplier with all necessary co-operation and access to such information as may be required by Supplier for the provision of the Services;
- 3.1.2. at all times comply with all applicable laws in relation to the engagement of Supplier, or the use and receipt of the Services;
- 3.1.3. carry out all other Customer responsibilities, assumptions or dependencies set out in the Agreement in a timely and efficient manner. In the event of any delays in Customer's provision of such assistance Supplier may adjust any agreed timetable or delivery schedule as reasonably necessary;
- 3.1.4. ensure that its employees, agents and subcontractors use the Services or Software, Deliverables, or Software in accordance with the terms and conditions of the Agreemnt and shall be responsible for any user or third party engaged by the Customer's breach of the Agreement;
- 3.1.5. obtain and maintain all necessary licences, consents, and permissions necessary for Supplier, its agents and subcontractors to perform their obligations under the Agreement in each case in compliance with all applicable laws;
- 3.1.6. comply with the additional Customer obligations set out in the additional terms of Annex 1, Annex 2 or as otherwise set out in an Order.

4. Payment Terms

4.1. Supplier shall invoice the Customer in accordance with the terms as set out in the applicable Order.

4.2. Customer shall pay Supplier in the amount or at the rates set out in the relevant Order in accordance with the GSA Schedule Pricelist (the "**Fee**" or "**Fees**") together with all reasonable travelin accordance with Federal Travel Regulation (FTR)/Joint Travel Regulations (JTR), as applicable, Ordering Activity shall only be liable for such travel expenses as approved by Ordering Activity and funded under the applicable ordering document. All sums payable by the Customer to Supplier shall be paid, without discount, set-off, counterclaim or other deduction within 30 days from the receipt date of Supplier's invoice.

4.3. Supplier shall state separately on invoices taxes excluded from the fees, and the Customer agrees either to pay the amount of the taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3.

4.4. All invoices shall be paid in United States Dollars in full and without deduction. Unless otherwise agreed in the Order Form or SOW, as applicable, invoices shall be paid within thirty (30) days of the receipt date of the invoice.

4.5. Supplier shall state separately on invoices taxes excluded from the fees, and the Customer agrees either to pay the amount of the taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3.

4.6. If the Customer reasonably and in good faith disputes any invoice or part of it under the Agreement Customer shall notify Supplier within 10 days after receipt of the invoice and in any event no later than the payment due date, with a written explanation of its dispute, together with appropriate supporting documentation. All portions of the invoice not in dispute shall be paid by the payment due date.

4.7. Without prejudice to any other rights of Supplier as set out in the Schedule Agreements and to any other rights it may have, Supplier shall be entitled to charge Customer interest at the rate indicated by the Prompt Payment Act (31 USC 3901 et seq) and Treasury regulations at 5 CFR 1315.

5. Confidentiality

5.1. In this clause "**Confidential Information**" shall mean information which concerns the business and/or affairs of a party (including any customers of such party), including but not limited to information relating to a party's operations, technical or commercial know-how, specifications, inventions, processes or initiatives, plans, product information, pricing information, know-how, designs, trade secrets, software, documents, data and information which, when provided by one party to the other : a) are clearly identified as “Confidential” or “Proprietary” or are marked with a similar legend; b) are disclosed orally or visually, identified as confidential information at the time of disclosure and confirmed as confidential information in writing within 10 days; or c) a reasonable person would understand to be confidential or proprietary at the time of disclosure.

5.2. Except as permitted by clause 5.2, each party undertakes that it shall not disclose to any third party any Confidential Information disclosed to it by the other party at any time during the term of the Agreement and for a period of five years after termination or expiration of the Agreement ((except for information which is deemed a trade secret for which the obligations of confidentiality shall continue for as long as such information remains a trade secret).

5.3. Each party may only disclose the other party’s Confidential Information (i) to its employees, employees, Affiliates, agents or advisors (“Representatives”) who need to know such information for the purposes of carrying out its obligations under the Agreement, provided that the disclosing party takes all reasonable steps to ensure its Representatives comply with the confidentiality obligations contained in this clause 5; and (ii) as may be required by law, court order or any governmental or regulatory authority provided that the receiving party shall, to the extent permitted by law, provide the disclosing party with prompt notice of such court order to enable the disclosing party to see a protective order or otherwise prevent or restrict such disclosure.

5.4. The disclosing party shall at all times remain directly liable for its Representatives compliance with the confidentiality obligations set out in this clause and any breach of these terms by its Representatives shall be deemed to be a breach by the party disclosing the information to its Representatives.

5.5. Each party reserves all rights in its Confidential Information. No rights or obligations in respect of a party’s Confidential Information other than those expressly stated in the Agreement are granted to the other party or are to be implied in the Agreement. In particular, no license is hereby granted directly or indirectly under any patent, invention, discovery, copyright or other intellectual property right held, made, obtained or licensable by either party now or in the future.

5.6. Notwithstanding the foregoing, Confidential Information shall not include:

5.6.1. was in or has entered the public domain at the time it was disclosed through no fault of the receiving party;
5.6.2. was known to the receiving party, without restriction, at the time of disclosure;
5.6.3. is disclosed with the prior written approval of the disclosing party;
5.6.4. was independently developed by the receiving party without any use of the disclosing party’s Confidential Information; or
5.6.5. becomes known to the receiving party, without restriction, from a source other than the disclosing party, without breach of the obligations of confidentiality set out herein by the receiving party and otherwise not in violation of the disclosing party’s rights.

5.7. The Customer acknowledges that details of the Software, Services, Documentation and the results of any performance tests of such services and any Customer feedback on such Software and Services, constitute Supplier’s Confidential Information.

5.8. Supplier recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as “confidential” by the vendor.

6. Data Protection

6.1. For the purposes of this clause 6 the terms **"data controller"**, **"personal data"**, **"process"** and **"processing"** shall have the meaning set out in the Applicable Data Protection Laws and **“subprocessors”** shall mean the third party subprocessors appointed by Supplier for the processing of Customer Personal Data under this Agreement.

6.2. Supplier shall comply with the Applicable Data Protection Laws in connection with the exercise of its rights and the performance of its obligations under the Agreement. Customer shall comply with the Applicable Data Protection Laws of the United States in connection with the exercise of its rights and the performance of its obligations under the

Agreement.

6.3. To the extent Supplier processes any personal data, and Supplier is deemed the processor, the parties will set out the types of data, processing and processing duration in the applicable Order and Supplier will:

- 6.3.1. only process Customer personal data in accordance with the written instructions from Customer
- 6.3.2. ensure that people processing the Customer personal data are subject to the no lesser duties of confidence as set out in the Agreement;
- 6.3.3. on termination of this Agreement at the end of the applicable Order, at Customer's option, either securely destroy or return such Customer personal data to Customer and delete existing copies, except where Supplier is required by law to keep a copy and subject;
- 6.3.4. not transfer any Customer personal data outside of the European Economic Area or United States as applicable unless it has complied with its applicable obligations under Applicable Data Protection Laws in ensuring adequate safeguards in relation to such transfer;
- 6.3.5. in the event that Supplier receives a request, notification or complaint from a data subject or a regulatory authority which is addressed to, or intended for, Customer, promptly pass on such request, notification, complaint or communication to Customer;
- 6.3.6. assist Customer by implementing appropriate technical and organisational measures within its systems and processes to assist with Customer's obligation to respond to requests from data subjects seeking to exercise their rights under Applicable Data Protection Laws, to conduct a data protection impact assessment under Applicable Data Protection Laws and to consult with regulatory authorities under Applicable Data Protection Laws;
- 6.3.7. implement and maintain appropriate technical and organisational measures to protect Customer personal data against unauthorised or unlawful processing and against accidental loss, destruction, damage, theft, alteration or disclosure.; and
- 6.3.8. notify Customer without undue delay if it becomes aware of any accidental, unauthorised or unlawful destruction, loss, alteration, or disclosure of, or access to Customer personal data (a "**Security Incident"**) and provide sufficient detail of the Security Incident for Customer to take action to remedy the Security Incident.

6.4. Customer consents to Supplier appointing subprocessors of such Customer personal data under the Agreement, provided that Supplier has entered or (as the case may be) will enter with such subprocessors into a written agreement incorporating terms which are the same as or substantially similar to those set out in this clause. Supplier will make available to Customer a list of its then current subprocessors upon request by Customer. As between Customer and Supplier, Supplier shall remain fully liable for all acts or omissions of any subprocessors appointed by Supplier pursuant to the Agreement and this clause.

6.5. Supplier shall maintain complete and accurate records to demonstrate its compliance with this clause 6 and shall allow Customer and its respective auditors or authorised agents, at Customer's own cost and expense and upon reasonable prior written notice, to conduct audits or inspections during the term of the Agreement, and provide all reasonable assistance in order to assist Customer in exercising its audit rights under this clause. Any such audit shall be conducted in a manner that ensures minimum disruption to Supplier's day to day business operations. The purposes of an audit pursuant to this clause shall be to verify that Supplier and its Sub-processors (if applicable) are processing Customer Personal Data in accordance with the obligations under this Agreement and Applicable Data Protection Law.

6.6. Customer represents and warrants to Supplier that it has and will maintain in place all necessary and appropriate consents to enable the lawful transfer to and processing by Supplier of any Customer Personal Data for the purposes of this Agreement in compliance with the Applicable Data Protection Laws.

7. Intellectual Property

7.1. Each party shall retain Intellectual Property Rights which existed prior to the Effective Date of the Agreement or are developed independently of the Agreement

7.2. All Intellectual Property Rights in and to the Supplier Confidential Information, Software, the Documentation, the Deliverables, Services and all related software, materials and documentation and any software, materials and documents developed under the Agreement ("**Supplier IP**") will at all times remain vested in and be the exclusive property of Supplier and its Affiliates or its licensors, as applicable, and Customer shall not acquire in any way any title, rights or ownership or Intellectual Property Rights in such Supplier IP.

7.3. All Intellectual Property Rights in and to any Customer Materials will at all times remain vested in and be the exclusive property of Customer and Supplier shall not acquire in any way any title, rights or ownership or Intellectual Property Rights in such Customer Materials. The Customer owns all customer data, but that Supplier will own any (i) feedback provided from Customer to Supplier and (ii) operational data, such as anonymized and aggregated customer data.

7.4. Customer permits Supplier to use its name for purposes of including and displaying Customer's name on the Supplier website as a customer of Supplier to the extent permitted by the General Services Acquisition Regulation (GSAR) 552.203-71.

8. Supplier IPR Indemnity

8.1. Subject to the conditions set out below, Supplier will have the right to intervene to defend Customer or, at Supplier's option, settle any claim or action brought against Customer by a third party alleging that Customer's use of the Supplier IP, Software or Services in compliance with the Agreement infringes or misappropriates such third party's copyright or patent (a "**Claim Against Customer**"), and will indemnify Customer for any damages finally awarded against Customer by a court of competent jurisdiction or a settlement of a Claim Against Customer by Supplier in connection with such claim, provided that Customer:

8.1.1. provides Supplier with prompt written notice of the Claim Against Customer,
8.1.2. does not make any admissions or settlements with respect to the Claim Against Customer
8.1.3. grants Supplier control of the defense and settlement of the Claim Against Customer,
8.1.4. does not enter into any settlement or compromise of any such Claim Against Customer without Supplier's prior written consent,
8.1.5. provides Supplier with all reasonable information and assistance for the Claim against Customer, at Supplier's expense, and
8.1.6. uses all commercially reasonable efforts to mitigate any loss, damage or costs related to the Claim Against Customer.
8.1.7. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516.

8.2. In the event of a Claim Against Customer or Supplier receives information about an infringement or misappropriation claim related to the Supplier IP, Supplier may at its option and expense:
8.2.1. replace or modify the affected part of Supplier IP so that it no longer infringes or misappropriates in which case Customer will cease use of the replaced or modified Supplier IP,
8.2.2. procure a license allowing Customer to continue using the Supplier IP in accordance with this Agreement, or
8.2.3. terminate this Agreement and reimburse Customer any prepaid fees in respect of the affected Supplier IP covering the remainder of the Term after the date of termination.

8.3. Supplier's defense and indemnification obligations set out above do not apply to the extent a Claim arises from:
8.3.1. Customer Data or any Customer software, hardware or other materials or any other program code created by or for Customer;
8.3.2. Customer's use of the Supplier IP in breach of this Agreement or its use of the Supplier IP after the expiry of the Subscription Term; or
8.3.3. Customer's use of a version of the Software and/or Deliverable that is no longer current, and the alleged infringement would have been avoided by using the latest version which Supplier has made available to Customer.

8.4. This clause states Customer's exclusive remedy and Supplier's entire liability in respect of any actual or alleged intellectual property infringement claim.

8.5. Reserved.

9. Reserved

10. Limitation of Liability

10.1. SUBJECT TO CLAUSES 10.2 AND 10.3 BELOW AND SO FAR AS PERMITTED BY LAW, THE LIABILITY OF SUPPLIER FOR OR IN RESPECT OF ANY LOSS OR DAMAGE SUFFERED BY THE CUSTOMER HOWSOEVER CAUSED OR ARISING (WHETHER DUE TO BREACH OF CONTRACT, OR OTHERWISE) UNDER OR IN CONNECTION WITH THE AGREEMENT SHALL BE LIMITED TO THE TOTAL AMOUNTS PAID OR PAYABLE BY CUSTOMER UNDER THE APPLICABLE ORDER UNDER WHICH THE CLAIM

AROSE.

10.2. EXCEPT AS SET OUT BELOW, NEITHER PARTY SHALL HAVE LIABILITY TO THE OTHER (WHETHER DUE TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE) FOR:
   10.2.1. ANY SPECIAL, INDIRECT OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND WHICH MAY BE SUFFERED BY THE OTHER PARTY (OR ANY PERSON CLAIMING UNDER OR THROUGH THE OTHER PARTY) IN CONNECTION WITH THE AGREEMENT
   10.2.2. FOR LOSS OF PROFITS, ANTICIPATED SAVINGS, BUSINESS OPPORTUNITY, GOODWILL (WHETHER ARISING DIRECTLY OR INDIRECTLY)
   10.2.3. FOR LOSS OF DATA (INCLUDING CORRUPTION OF OR DAMAGE TO DATA)

AND SUCH LIABILITY IS EXCLUDED WHETHER OR NOT SUCH LOSSES OR DAMAGES ARE FORESEEABLE AND REGARDLESS OF WHETHER THE PARTY KNEW OR HAD REASON TO KNOW OF THE POSSIBILITY OF THE LOSS, INJURY OR DAMAGE.

10.3. THE LIMITATIONS AND EXCLUSIONS OF LIABILITY SET OUT IN THIS CLAUSE 10 SHALL NOT APPLY TO AND NOTHING IN THIS AGREEMENT OR ANY ORDER SHALL EXCLUDE OR RESTRICT LIABILITY FOR:
   10.3.1. FAILURE TO PAY ANY FEES WHEN DUE; OR
   10.3.2. DEATH OR PERSONAL INJURY CAUSED BY THE NEGLIGENCE OF SUCH PARTY, ITS OFFICERS, EMPLOYEES, CONTRACTORS OR AGENTS;
   10.3.3. FRAUD OR FRAUDULENT MISREPRESENTATION;
   10.3.4. ANY BREACH OF OR INFRINGEMENT OF SUPPLIER'S INTELLECTUAL PROPERTY RIGHTS OR THE SOFTWARE TERMS.
   10.3.5. ANY BREACH OF OBLIGATIONS OF CONFIDENTIALITY
   10.3.6. ANY OTHER LIABILITY WHICH CANNOT BE EXCLUDED BY LAW

11. Term and Termination

11.1. The Agreement is effective as of the Effective Date and shall continue indefinitely until terminated in accordance with this clause.

11.2. When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Supplier shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.

11.3. Reserved

11.4. Reserved

11.5. Except as otherwise provided in the Schedules, termination of an Order will not operate to terminate any other Order or this Agreement.

11.6. On termination of the Agreement and/or any Order for any reason:
   11.6.1. Customer will within 30 days of the invoice receipt date pay all outstanding Fees due to Supplier's under the Agreement and/or Order(s);
   11.6.2. all licences granted to Customer under the Agreement and/or Order(s) shall automatically terminate;
   11.6.3. each party will promptly return or, at the other party's option, destroy any materials (including any Documentation) relating to the Agreement and/or Order(s) to the extent that they contain Confidential Information of the other party together with all copies thereof;
   11.6.4. each party will promptly delete all electronic copies of the other party's Confidential Information relating to the Agreement; and
   11.6.5. the accrued rights and liabilities of the parties under the Agreement will not be affected.

Each party shall procure that any third party to whom it has disclosed Confidential Information complies with the obligations as set out herein .

On termination of this Agreement or any Schedule Agreement, clause 5,6,7,8,9 10and 14 and any other clause which expressly or by implication are to survive termination will survive termination.

11.7. Immediately upon expiration or termination of the Agreement, Customer shall cease use of the Software, and Services and comply with the termination obligations set out in the Order(s) .

12. Anti-Bribery

12.1. Each party shall comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Foreign Corrupt Practices Act (FCPA) of 1977 of the United States of America (as amended), the Bribery Act 2010 of the United Kingdom and any other applicable law which prohibits such conduct and maintain in place policies and procedures to ensure compliance with such requirements.

12.2. Neither party shall, directly or indirectly, offer or give or agree to give any person acting for or on behalf of the other party any gift or consideration of any kind as an inducement or reward for doing or omitting to do any act in relation to the Agreement.

13. Dispute Resolution

13.1. The parties agree to use their best efforts to resolve any dispute through good faith negotiations.

14. General

14.1. This clause applies to the Agreement, including all Schedule Agreements, Order Forms and Statements of Work (as applicable).

14.2. **Entire Agreement and non reliance**. The Agreement, including the Schedule Agreements and all Order Form(s) and Statements of Work (as applicable) set out the entire agreement and understanding between the parties and supersede any previous agreement between the parties relating to their subject matter. Unless otherwise expressly agreed in writing, the Agreement applies in place of and prevails over any terms or conditions contained in or referred to in any correspondence or elsewhere or implied by trade custom or course of dealing. Any general terms of business or other terms and conditions of any order or other document issued by the Customer in connection with the Agreement shall not be binding on Supplier. In entering into the Agreement, the Customer acknowledges and agrees that it has not relied on any representations made by Supplier except as set forth in the Agreement. Any such representations are excluded. Nothing in this section shall limit liability for any representations made fraudulently. This Agreement may be executed in counterparts which shall constitute the same instrument.

14.3. **Waiver**. A waiver of any right under the Agreement is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and to the circumstances for which it is given. Unless specifically provided otherwise, rights arising under the Agreement are cumulative and do not exclude rights provided by law.

14.4. **Invalid provisions**. If any provision (or part of a provision) of the Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

14.5. **Governing Law and Jurisdiction**. The Agreement will for all purposes be solely and exclusively governed, construed and enforced in accordance with the Federal laws of the United States**.**

14.6. **Third Party Rights**. A person who is not a party to the Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 (the "Act") to enforce, or to enjoy the benefit of, any term of the Agreement, but this does not affect any right or remedy of a third party which exists or is available apart from the Act or that is expressly provided for under the Agreement.

14.7. **Sub-contracting and Assignment.** The parties may not assign or otherwise transfer the Agreement or any of the rights or obligations or purport to do any such acts under them to any third party without the other party's prior written consent. The Anti-Assignment Act, 41 USC 6305, prohibits the assignment of Government contracts without the Government's prior approval. Procedures for securing such approval are set forth in FAR 42.1204. In addition, Supplier shall have the right to sub-contract any of its obligations hereunder to a third party, provided that it shall continue to remain responsible for the performance of Supplier Services provided hereunder. Any attempted assignment, sub-contracting or other transfer in violation of this provision shall be null and void.

14.8. **No partnership or agency**. The parties are independent business and not principal and agent, partner, or employer and employee. Nothing in the Agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

14.9 **Non-solicitation**. Each party agrees that it will not at any time either during term of the Agreement or for a period of six (6) months following its termination without the prior written consent of the other directly or indirectly entice or solicit or endeavour to entice or solicit away from the other party any employee or consultant with whom that party has dealt with in connection with the Agreement, provided that solicitations and subsequent hirings initiated through general newspaper or website advertisements and other general circulation materials not directly targeted at such individuals shall not be deemed solicitations in violation of this sentence.

14.10 **Notices**. Any notice required or permitted under the terms of the Agreement or required by law must be in writing and must be: (a) delivered in person; (b) sent by registered mail return receipt requested; or (c) sent by overnight air courier; or (d) transmitted by facsimile; in each case forwarded to the appropriate address set forth herein. Either party may change its address for notice by written notice to the other party. Notices will be considered to have been given at the time of actual delivery in person, or three (3) business days after posting, or one (1) day after (i) delivery to an overnight air courier service or (ii) the moment of transmission by facsimile with receipt of such facsimile confirmed by telephone by the intended recipient

14.11 **Variations**. Save as otherwise expressly stated in the Agreement, the Agreement may only be modified or varied in writing executed by duly authorised representatives of both parties

14.12 **Export control laws and sanctions** . The Software, Documentation or Services may be subject to the export control laws of various countries, including without limitation the laws of the United States and the UK. The Customer agrees that it will not submit the Software, Documentation or Services to any government agency for licensing consideration or other regulatory approval without Supplier's prior written consent. and will not export the Software, Documentation or Services to countries, persons or entities other than in compliance with applicable export laws prohibited by such laws and shall not deploy or utilise the Software Documentation or Services in a country or territory that is the subject or target of Sanctions, including, without limitation, Cuba, Iran, North Korea, Sudan, Syria and Crimea. The Customer will not engage in any activity that would cause Supplier to be in violation of any such export control laws and regulations.

Annex 1
Services Terms

These Services Terms together with the General Terms and Conditions shall apply to the provision of Services pursuant to an Order for Services as set out below.

1. Definitions

1.1 Any capitalised terms not otherwise defined herein shall have the meaning in the General Terms and Conditions.

2 Provision of the Services and Warranty

2.1 Supplier warrants that is shall provide the Services using reasonable skill and care and in accordance with good industry practice.

2.2 Supplier shall use reasonable efforts to meet any agreed timescale, in accordance with the terms of the relevant Order however in no event shall time be of the essence.

2.3 Supplier warrants that for a period of sixty (60) days or such other longer period as may be specified in the relevant Order, which period shall be effective from the acceptance date (or in the absence of a specified acceptance date, the date of delivery), the Services shall conform in all material respects with the agreed specifications.

2.4 Where the Customer considers that the Services do not conform to the terms of the Agreement or the warranty set out herein it shall notify the Supplier. The Customer shall notify Supplier promptly upon becoming aware or suspecting the existence of any breach of this warranty and shall provide Supplier with such documentary information, details and co-operation as Supplier reasonably requires diagnosing and remedy the defect. Where Supplier is able to remedy the defect, then Supplier shall have no other liability of any kind in respect of, or arising from, that defect so notified provided that any such replacement Services or remedy must comply with the warranty as set out herein and provide the same or similar functionality.

2.5 Except where the Customer expressly instructs Supplier otherwise, Supplier shall be entitled to assume that instructions (whether or not in writing and howsoever communicated) have been properly authorized by the Customer if they are given or purport to be given by the cognizant Contracting Officer .

3 Customer's Obligations

3.1 Customer shall provide Supplier with all necessary co-operation and access to such information as may be required by Supplier for the provision of the Services.

3.2 Customer at all times comply with all applicable laws in relation to the engagement of Supplier, or the use and receipt of the Services

3.3 Customer acknowledges and agrees that Supplier will enter into the Statement of Works on the basis that the assumptions set out in such Order are correct and that the performance of the Services is contingent on Customer:

3.3.1 meeting any dependencies set out in the Order;

3.3.2 co-operating with Supplier in all matters relating to the Services and, if required under the Order, appoint a Customer Project Manager, who shall be responsible for the receipt of the Services under the applicable Order and have the authority to contractually bind the Customer on matters relating to the Services;

3.3.3 provide in a timely manner such access to the Customer Materials and Customer's premises, equipment, databases, software and data, and such office accommodation and other facilities, as is reasonably requested by Supplier for the performance of the Services in accordance with the applicable Order; and

4 Delays

4.1 Supplier shall use reasonable endeavors to perform the Services in accordance with the agreed time schedule, or, if no schedule has been agreed, within a reasonable time and without undue interruption. Supplier shall promptly notify the Customer of any delays incurred in performing the Services. Any additional process agreed between the parties for notifying and dealing with delays shall be set out in the applicable SOW.

4.2 If Supplier's performance of the Services is prevented or delayed by any act or omission of the Customer or the Customer's agents, sub-contractors or employees, Supplier shall not be liable to Customer for any costs, charges or losses which may be sustained or incurred by Customer as a result of such delay or Supplier's inability to perform the Services. In such circumstances Supplier is entitled to time extension.

5 Acceptance Testing

5.1 Where applicable, acceptance test procedure and acceptance criteria in relation to any Services or Deliverables shall be as set out in an Order.

5.2 If no such procedures or criteria are set out, the Services or Deliverables shall be deemed accepted where no objection (which shall be in writing and accompanied by supporting reasons setting out the nature of the non-compliance with the specification or Services as the case may be) is made in respect of such Deliverables or Services or Deliverables within 7 days of delivery (or such other period as may be agreed in writing by the parties). Notwithstanding the presence of any acceptance test procedures and acceptance criteria, acceptance of the Services or Deliverables shall nevertheless be deemed upon any use of those Services or Deliverables in a live or operational.

6 Services Fees

6.1 The Services Fees for the Services shall be as set out in the applicable Order in accordance with the Contract Disputes Act.

6.2 Customer shall pay each invoice in accordance with the payment terms set out in the General Terms and Conditions, unless otherwise specified in the Order.

7 Variations

7.1 If either party wishes to change the scope of the Services, it shall submit details of the requested change to the other in writing (which may be by email) ("**Change Request**").

7.2 If either party submits a Change Request to the scope or execution of the Services, Supplier shall, within a reasonable time, provide a written estimate to the Customer of:

i. the likely time required to implement the change;

ii. any variations to Supplier's charges arising from the change;

iii. the likely effect of the change on the applicable SOW; and

iv. any other impact of the change on the terms of these Services Terms

7.3 The change shall not take effect until the parties have agreed an amendment to these Services Terms in accordance writing to incorporate the necessary variations to the charges, the relevant Order and any other relevant terms of the Services Terms to take account of the change.

7.4 Customer acknowledges and agrees that such Change Requests may delay the provision of the Services and Supplier shall not be liable to Customer for any such delays resulting from a Change Request in respect of the Services. Supplier shall have no obligation to commence work in connection with any Change Request until the fee and/or schedule impact of the change is agreed upon by the parties in writing in accordance with this clause. Notwithstanding the foregoing, if Supplier, at the request of Customer, performs work that is not covered by an SOW or that exceeds the scope of Services defined in the applicable SOW, such work shall be deemed Services provided pursuant to this Service Agreement for which Customer shall compensate Supplier pursuant to clause 6 of the general Terms and Conditions; provided that the Parties will use reasonable commercial endeavors to ensure that any material changes to the scope of the Services shall be agreed in accordance with the process set out in this clause 8.

8 Deliverables

8.1 Unless otherwise expressly agreed in an Order , all Intellectual Property Rights in the Deliverables shall vest in and remain with Supplier or its licensors.

8.2 Subject to payment of the applicable Fees, Supplier hereby grants to the Customer (unless otherwise expressly agreed in the applicable Order) a non-transferable, non-exclusive and royalty-free licence to use the Deliverables (excluding Software) and any documentation relating thereto for the period equal to the Subscription Term. The right to use the Software shall be governed by the Software Terms.

8.3 Nothing in the Services Terms shall be construed so as to prevent Supplier from using techniques, ideas and other know-how gained during the performance of the Services or any other services under the Framework Agreement in the furtherance of its own business to the extent that such use does not result in a disclosure of Confidential Information of Customer in breach of clause 7 of the General Terms and Conditions or any infringement of any Intellectual Property Rights of the Customer (or its licensors).

9 Warranty and Support

9.1 Supplier warrants that the Services will be performed with reasonable skill and care in accordance with generally accepted industry standards.

9.2 Supplier will use reasonable endeavors to remedy any faulty work (excluding Software) which is reported to it in writing within ninety (90) days of performance of the relevant part of the Services. If Supplier rectifies such work by the provision at its option of either replacement or additional materials or services within a reasonable period of time, then Supplier shall have no other liability of any kind in respect of or arising from such faulty work.

10 Employment Matters

10.1 In the clause “Employment Matters” shall mean any and all liabilities (including pension liabilities) connected with or arising from the Transfer of Undertakings (Protection of Employment) Regulations 2006) or otherwise connected with or arising from the employment of employees or the use or engagement of temporary, agency or other individual workers and their health and safety at work including any requirement to inform or consult such individuals or their representatives;

10.2 Supplier Personnel will at all times throughout the provision of the Services remain Supplier’s employees or sub-contractors and will remain under Supplier’s overall control. The parties acknowledge and agree that Supplier Personnel are not, nor are they deemed to be for any purpose, Customer’s employees.

10.3 The parties consider that the Transfer of Undertakings (Protection of Employment) Regulations 2006 will not apply if the Services or any of them are completed, terminated or transferred (or deemed to have been transferred) to Customer.

10.4 Each party shall be responsible for any Employment Liabilities arising in relation to its own staff during the Services Term and on the expiry or termination of these Services Terms.

Appendix 1 to Services Terms

Services Statement of Work

1. Contract reference

The Statement of Work is issued pursuant to the Framework Agreement between Quantexa and Customer dated *Insert* (“Agreement”) and is subject to the terms and conditions contained therein, subject to any Special Terms set out herein

2. Effective Date

3. Overview of the SoW

4. Scope & Exclusions from this SoW

5. Deliverables

Ref	**Description**	**Date**
DEL01		
DEL02		

6. Milestones

Ref	**Description**	**Date**
MS01		
MS02		

7. Client Personnel

Name	**Role**	**Contact details**
Business Sponsor		
Project Manager		
Commercial/Procurement		

8. Supplier Personnel

Name	**Role**	**Contact details**
Project Manager		
Solution Architect		

9. Client Dependencies & Assumptions

Ref	**Description**	**Date**
DEP01		
DEP02		

10. Location of work & working hours

11. Services Fees and Payment Plan

Total cost:

Expenses:

Milestone	Date	Value

12. Special Terms (if any)

None.

Signed for an on behalf of Client	**Signed for and on behalf of Supplier**
Signature	Signature
Name	Name
Title	Title
Date	Date

Annex 2
Software Terms

These Software Terms together with the General Terms and Conditions shall apply to the provision of Services pursuant to an Order for Services as set out below.

1. Definitions and Structure

This Agreement and these terms apply to and governs the Software licensed by Customer as set forth in the Order. Any capitalized terms not otherwise defined in this Software Agreement shall have the meaning set forth in this section:

Authorized Users: Customer's employees, agents and subcontractors authorized to access and use the Software**;**

Initial Software Term: the initial term of Customer's Software Subscription, commencing on the License Commencement Date and continuing for the period as set out in the Order;

Maintenance Releases: a release of the Software which provides patches, corrects bugs, errors or faults or otherwise provides updates to the Software which Supplier generally makes available to its customers, but which is not a new product containing new functionalities which from time to time is publicly marketed and released by Supplier and has not been purchased by Customer;

License Commencement Date: the effective date of the Order, as set out in the Order (or where no such date is stated, the date of last signature of the Order)**;**

Scope: the scope of use limitations for the Software license as set out in the applicable Order, such as the limitation on the number of Authorized Users and territory for the Software Subscription;

Software: The Software owned by Supplier (or its affiliates or licensors, as applicable) for which Customer has purchased a Software Subscription as set out in the Order and further described in the Documentation;

Software Fees: the fees payable by Customer for the Software Subscriptions as set out in the Order in accordance with the GSA Schedule Pricelist;

Software Subscription: the license to use the Software and receive related Support Services for the Software Term under and in accordance with this Agreement;

Support Services: the support services provided for the Software in accordance with clause 4 and the Support Service Level package purchased by Customer as indicated in the Order and described in Appendix 2 to these Software Terms;

Warranty Period: means the period of three (3) months from the date the Software is made available for download by Supplier;

2. Software Delivery and Installation

2.1 Supplier shall make the Software and related Documentation available to Customer by the License Commencement Date via the download space designated by Supplier, as notified to Customer. Delivery and acceptance of the Software and related Documentation shall occur on the date the Software download access is made available to the Customer.

3. Software License and conditions

3.1 Subject to Customer paying the Software Fees, the restrictions set out in this clause 3 and the Order and the other terms and conditions of this Agreement, Supplier hereby grants to Customer a non-exclusive, non-transferable, non-sublicensable license to use the Software and the Documentation during the Software Term in accordance with the Scope and this Agreement solely for Customer's internal business operations.

3.2 To the extent that Customer has appointed a third party outsource provider, such outsource provider may access the Software and Documentation only to such extent as is necessary to enable the outsource provider to implement the Software and/or provide certain implementation, hosting and related services, as applicable, for Customer provided that Customer and each outsource provider enter into a written agreement that includes provisions requiring the outsource provider's compliance with terms no less stringent than the terms of the Agreement prior to such access, including without limitation non-disclosure of Supplier Confidential Information and Customer shall, upon request, provide written confirmation to Supplier of the existence of such an agreement. Such license to outsource provider shall automatically terminate upon the earlier of completion of the services from the outsource provider to Customer or termination of this Agreement. Customer shall be liable for any breaches by the outsource provider of this Agreement. Supplier has no other obligations nor makes any other commitments to the outsource provider under this Agreement.

3.3 Customer may install the Software for Customer's business operations only and in accordance with the Documentation and the Scope and limitations of the Software license set forth in this Agreement and the Order.

Customer may duplicate the Software only to the extent necessary in order to load, display, run, transfer or save the Software simultaneously and limited to number set out in the Order , as applicable and make copies of the Software acquired solely for back-up purposes and only to replace the Software copy if such copy is lost, destroyed or becomes unusable. This back-up copy cannot be used for other purposes and must be destroyed when Customer loses the right to use the Software or when the Software Term expires or is terminated for any other reason; and

3.4 Restrictions on use; The Customer shall not:

i. take any action which would jeopardise Supplier' rights and title to the Software and Documentation;
ii. remove or change the labels, instructions or trade mark signs contained in the Software or the Documentation;
iii. except as expressly permitted by applicable law, disassemble, reverse engineer or decompile the Software or any part, or otherwise derive its source code;
iv. make the Software or Documentation or any license keys provided to Customer accessible to third parties or to employees other than those who have been appointed by Customer to work in connection with the Software, including any outsource provider in accordance with the terms above or otherwise permit direct or indirect access to or use of any Software or Support Services in a way that circumvents usage limits set forth in this Agreement or the Software Schedule;
v. make changes or modifications to the core functionality or source code of the Software or otherwise create any derivative work of any part of the Software.
vi. permit the core functionality or the source code of the Software to be combined with, or become incorporated in, any other programs;
vii. allow the Software to become the subject of any charge, lien or encumbrance;
viii. access or use the Software or Support Services for purposes of competitive analysis of the Software or Support Services, the development, provision, or use of a competing software service or product or any other purpose that is to the Supplier's detriment or commercial disadvantage; and/or
ix. sell, license, sublicense, distribute, assign or otherwise transfer to a third party the Software or any copy thereof, in whole or in part, without the express prior written consent of Supplier.
x. use the Software in a manner intended to avoid any applicable fees

3.5 Except as otherwise set out in this Agreement, Supplier expressly reserves all rights to the Software, including without limitation, to publish, duplicate, process, use or exploit the Software and No rights are granted to Customer except as otherwise set forth expressly.

3.6 The Software may contain open source software, freeware or shareware as set out in the Documentation ("**Open Source Software**"), and Supplier does not charge any license fee to Customer for its use of such Open Source Software. Certain license conditions ("**Open Source Terms**") may apply to the Open Source Software as specified in the Documentation. Customer hereby accepts such Open Source Terms and acknowledges that, to the extent required by the relevant Open Source Terms, Supplier excludes any warranties, indemnities and liabilities in respect of Customer's use of such Open Source Software. Upon request of Customer and where required by the Open Source Terms, Supplier shall provide to Customer a copy of the source code of the Open Source Software. To the extent there is a conflict between this Agreement and the Open Source Terms, the terms of the Open Source Terms shall prevail over this Agreement with regard to the Open Source Software only.

4. Support Services

4.1 Unless otherwise agreed in the Order, Supplier shall, during the Software Term and in consideration for the Software Fees, provide the Support Services to Customer in accordance with the Support Service level purchased by Customer as indicated in the Order and detailed in Schedule 1 to this Agreement.

4.2 The Support Services do not include support for any hardware or associated equipment on which the Software is installed or any related software or applications or other third-party software or services.

4.3 As part of the Support Services, Supplier will deliver and license to Customer Maintenance Releases for the Software when required and in the form Supplier, in its discretion, determines to be appropriate (which may be by way of a local fix or patch of the Software or a temporary by-pass solution). Supplier may also issue Maintenance Releases to fix bugs or resolve issues reported by customers through the Support Services. Customer will install such Maintenance Releases promptly and acknowledges that the support for previous version of the Software shall only continue for the period from the date of the new Maintenance Release as set forth in Schedule 1 or as otherwise notified by Supplier to Customer.

5. Software Warranty

5.1 Subject to section 5.2 below, Supplier warrants for the Warranty Period that the Software will perform materially in accordance with the Documentation when used in accordance with this Agreement and such Documentation.

5.2 Supplier does not warrant:

i. the performance of the Software outside the scope of the Documentation, unless it has been expressly agreed in writing between Customer and Supplier;
ii. Software related problems caused by accident, fire, power changes, other hazards, or acts of God or other events outside of Supplier's reasonable control;
iii. any third-party software, hardware and/or services; or use of the Software with any third party software, hardware or services if such third party software, hardware or services cause the problem(s) reported by Customer;
iv. that the use of the Software will be uninterrupted or error-free;
v. Software related problems caused by misuse, improper testing, unauthorised attempts to repair, modifications or customisations to the Software by Customer, System Integrators or any other third parties or any other cause beyond the range of the intended use of the Software as set out in the Documentation;
vi. that the Software will achieve Customer's intended results or that the Software has been developed to meet the individual requirements of Customer.

5.3 Should a warranty breach occur during the Warranty Period and Customer notifies Supplier within the Warranty Period and provides all the information that may be necessary to assist Supplier in resolving the defect or fault (including a documented example of any defect or fault, or sufficient information to enable Supplier to re-create the defect or fault), Supplier will, at its sole option and expense either repair or replace the Software or parts therein; or if Supplier cannot reasonably repair or replace the Software or parts therein, then Supplier will at its option refund the purchase price paid for the Software or parts therein and terminate Customer's right and license to use the Software or parts therein for the Software for which Customer has received the refund. Where Supplier resolves any defects or provides a refund as set out in this provision, Suppler shall have not further warranty or liability in respect of such defect or fault.

5.4 Maintenance Releases shall be warranted for a period of three (3) months from the date of the release; provided that only the part of the Software for which the Maintenance Release was required will have a new warranty commencement date. The original Warranty Period and commencement date (as set out in clause 5.1) shall continue to apply to the remainder of the Software for which a Maintenance Release was not provided.

5.5 The Software is not intended to dictate Customers actions required for compliance with applicable legal or regulatory matters, but as a computer platform to enable Customer to automate, improve or assist with certain of the Customers business activities. Customer understands and acknowledges and agrees that it is solely the Customers responsibility to ensure that any requirements imposed on it under applicable law and regulation are accurately implemented.

5.6 To the maximum extent permitted by applicable law, the warranties and remedies provided in this clause 5 are exclusive and in lieu of all other warranties, terms and conditions, express, implied or statutory, including warranties, terms and conditions of merchantability, accuracy, correspondence with description, fitness for a purpose, satisfactory quality and non-infringement, all of which are, to the maximum extent permitted by applicable law, excluded by Supplier and its licensors or Associated Companies.

6. Customer Obligations

6.1 Customer shall: Comply with all applicable laws and regulations with respect to its use of the Software and shall keep all copies of the Software secure and comply with the obligations and license restrictions set forth in clause 3 above and the applicable Order. Customer shall be responsible and liable for the access to and use of the Software and/or Support Services by its Authorized Users' and any other persons it gives access to the Software and Support Services and any breach of the Agreement by such persons; and be responsible for backing-up its data to ensure recovery of its data.

6.2 Customer shall keep complete and accurate records (including without limitation complete copy of the log files for the Software, where applicable) to permit accurate assessment of Customer's compliance with its permitted Scope of use as set out in this Agreement and the applicable Order. Supplier may include in its Software functionality which periodically monitors and reports to Supplier the Scope and use of the Software. To the extent such functionality is not available, Customer shall permit Supplier to perform an audit of Customer's use of the Software and Documentation. Supplier will endeavor to comply with the reasonable security requirements of Customer during such audit and upon written request may provide Customer with a copy of its audit report.

7. Software Fees

7.1 The Software Fees payable by Customer are set out in the Order in accordance with the GSA Schedule Pricelist. Supplier will invoice Customer for such Software Fees in accordance with the invoice schedule set out in the Order , or if no schedule is set out in the Order , the first annual Software Fees will be invoiced on or after the License Commencement Date and each annual Software Fees thereafter, on or after each anniversary of the License Commencement Date for the duration of the Software Term.

7.2 In the event Customer exceeds or requests to exceed the Scope of use set out in the applicable Order , it shall, unless a different process is agreed by the parties in the original Order , promptly execute an amendment to the Order with Supplier and pay the applicable additional fees in accordance with such amended Order for such excess/additional usage.

8. Software Term and Termination

8.1 This Agreement shall commence on the License Commencement Date and continue in effect for the duration of the Software Term.

8.2 Unless terminated earlier in accordance with this clause 9, the Software Subscription shall commence on the License Commencement Date and shall continue for the Initial Software Term. Thereafter the Software Subscription may be renewed for additional periods of 12 months (or such other renewal period as may be agreed in the Order) by exercising an option, or by both parties executing a new Order in writing ("**Renewal Period**") (the Initial Software Term together with any Renewal Period constitutes the "**Software Term**").

8.3 When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Supplier shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer

8.4 On termination of the Agreement for any reason:

i. Customer will immediately pay all outstanding Software Fees due to Supplier under this Agreement;
ii. all rights and licences granted to Customer under the Agreement shall automatically terminate and Customer shall immediately cease use of the Software and Support Services and remove all copies of the Software from its systems;
iii. each party will promptly return or, at the other party's option, destroy any materials (including any Documentation) relating to this Agreement and any Confidential Information of the other party together with all copies thereof;
iv. each party will promptly delete all electronic copies of the other party's Confidential Information and the Software relating to this Agreement; and
v. the accrued rights and liabilities of the parties under this Agreement will not be affected

Appendix 1 to Software Terms

Software Order Form

The Software Order is issued pursuant to the Framework Agreement between Quantexa and Customer dated *Insert* ("Agreement") and is subject to the terms and conditions contained therein, subject to any Special Terms set out herein.

Grant of License

Subject to the terms of the Agreement, Supplier grants a license to use the Software as set out in the "**Software Schedule**" below.

Software Schedule:

Licensed Software:	
Customer Tiering:	
License Use Type:	
License Commencement Date:	
Software Term:	
License Fee & Payments:	
License/Business Purpose:	
Users:	
Instances:	
Environments:	
Territory:	
Line of business:	
Volume of Sources:	
Other License Parameters:	
Support Service Level:	
Special Terms:	

The parties hereto have caused this Agreement to be executed by their duly authorized representatives:

Quantexa

Signature______________________________

Printed________________________________

Title__________________________________

Date__________________________________

Customer

Signature ______________________________

Printed ________________________________

Title __________________________________

Date __________________________________

Appendix 2 to Software Terms

Support Service Levels

The Supplier shall provide the Support Services set out in this Appendix for the Software as applicable

In this Schedule the following additional definitions shall apply:

Business Day: Business Hours on a Monday to Friday (excluding statutory public holidays in the UK);

Business Hours: 9am – 5pm (EST) on a Business Day;

Maintenance Releases: a release of the Software which provides patches, corrects bugs, errors or faults or otherwise provides updates to the Software which Supplier generally makes available to its customers but which is not a new product containing new functionalities which from time to time is publicly marketed and released by Supplier and has not been purchased by Customer

Quantexa Support Service Level packages

Support package

Support Business Hours

- Monday - Friday, 9-5pm EST support coverage via our hotline
- Monday - Friday, 24-hour support coverage via our support portal or email
- 24x7 access to our support forums

Support levels

Severity Level	**First Level (Response)**	**Second Level (Fix or Workaround)**	**Final Level (Official Fix)**
Severity 1	3 business hours	Continuous effort until relief provided	Next minor release
Severity 2	4 business hours	3 days	Next minor release
Severity 3	Next Business day	15 days	Next major release
Severity 4	3 days	N/A	Mutual agreement

Definitions

Severity 1: A problem that severely impacts your use of Quantexa in a production environment (i.e. loss of production data or a production system is not functioning), where the situation halts all your business operations and no workaround exists.

Severity 2: A problem where Quantexa is functioning but your use in a production environment is severely reduced (i.e. a job-failure of a business-critical job), where the situation is causing a high impact to your business operations and no workaround exists.

Severity 3: A problem that involves partial, non-critical loss of use of the software in a production environment or development environment. For production environments, there is a medium-to-low impact on your business, but your business continues to function, including by using a workaround. For development environments, your usage of Quantexa is severely reduced.

Severity 4: A general usage question, reporting of a documentation error, or recommendation for a future product enhancement or modification. For production environments, there is low-to-no impact on your business or the performance or functionality of your system. For development environments, there is a medium-to-low impact on your business, but your business continues to function, including by using a workaround.

First Level (response): Acknowledgement of an issue and the remedy, if available.

Second Level (Fix or work around): Patch or workaround, update or major release, including applicable documentation.

Final Level (Official fix): updated or major release, including applicable documentation.

Support for Old Releases: The Support and provision of Maintenance Releases for old releases of the Software shall continue for a period 6 months from the date of release of the latest major release the Software.