

**1. Contract Formation**

1.1 The Work Order and these terms of business (together the "**Agreement**") is between you (the "**Customer**") and Buro Happold Limited (the "**Supplier**").

1.2 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

**2. Commencement and Term**

2.1 This Agreement shall commence on the Effective Date and shall continue until the end of the Subscription Term specified in the applicable Work Order, unless terminated earlier in accordance with clause 13 of this Agreement.

2.2 The term of the Agreement shall automatically renew for a rolling monthly period at the end of the Subscription Term unless a party gives written notice to the other party not later than 30 days before the end of the Subscription Term to terminate this Agreement at the end of the Subscription Term.

**3. Supply of Services**

3.1 The Supplier shall, during the Subscription Term and in consideration of the Subscription Fee, provide the Services to the Customer subject to the terms of this Agreement.

3.2 The Supplier shall be entitled, on prior notice to the Customer, to make changes to the Services, provided such changes do not have a material adverse effect on the Customer's business operations.

3.3 Where the Supplier provides any Additional Services, it shall be entitled to charge additional service fee. Any requests for Additional Services shall be set out in a written Work Order. Each Work Order for Additional Services shall be made under, and shall incorporate, the terms of this Agreement and the Supplier is entitled to decide in its discretion whether to provide any Additional Services.

3.4 The Customer acknowledges that the Supplier shall not be liable for any failure to provide the Services in accordance with this Agreement (including any dates or timescales set out in any applicable Work Order), where such failure is attributable to circumstances outside the Supplier's reasonable control and/or attributable to the Customer's failure to comply with its obligations in this Agreement.

3.5 For the avoidance of doubt, the Customer agrees and acknowledges that no support services shall be provided by the Platform Provider.

3.6 The Client acknowledges that the Software may be unavailable for a reasonable period of time during scheduled maintenance or whilst Updates are being applied to the Software. The Client also acknowledges that the Software may be unavailable without notice if urgent repairs are required. The Supplier shall carry out scheduled maintenance, Updates and repairs outside of normal working hours where possible to minimise disruption.

3.7 The Supplier shall where practicable give the Client at least 3 Business Days' prior written notice of the Supplier's intention to:

3.7.1 perform scheduled maintenance;

3.7.2 apply security Updates; or

3.7.3 apply other Updates to the Software,

that are likely to affect the availability of the Software or are likely to have a material impact upon the Software.

**4. Supplier Obligations**

4.1 The Supplier undertakes to perform the Services with reasonable skill and care and in accordance with this Agreement.

4.2 The undertaking at clause 4.1 shall not apply to the extent of any non-conformance which is caused by use of the Software and/or Services contrary to the Supplier's instructions, or modification or alteration of the Software and/or Services by any party other than the Supplier or the Supplier's duly authorised contractors or agents.

4.3 The Supplier does not warrant that:

4.3.1 the Customer's use of the Software and/or Services will be uninterrupted or error-free; or

4.3.2 the Services, or the information obtained by the Customer through the Services will meet the Customer's requirements; or

4.3.3 the Software and/or the Services will be free from Vulnerabilities

4.4 The Supplier is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Software and/or Services may be subject to limitations, delays and other problems inherent in the use of such facilities.

**5. Customer Obligations**

5.1 The Customer shall:

5.1.1 provide the Supplier with:

5.1.1.1 all necessary co-operation, support and advice in relation to this Agreement; and

5.1.1.2 all necessary access to information and documentation,

as are reasonably necessary to enable the Supplier to perform its obligations under this Agreement.

5.1.2 obtain and shall maintain all necessary licences, consents, and permissions necessary for the Supplier, its contractors and agents to perform their obligations under this Agreement, including without limitation the Services;

5.1.3 ensure the accuracy of all information and documentation provided to the Supplier;

5.1.4 be, to the extent permitted by law and except as otherwise expressly provided in this Agreement, solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to the data centres or other platforms required to access the Software, and the Supplier shall not be liable for any problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet;

5.1.5 provide the Supplier, or procure for the Supplier, such access to the Customer's computer hardware, software, networks and systems as may be reasonably required by the Supplier to enable the Supplier to perform its obligations under this Agreement.

5.1.6 maintain all hardware, software and internet connection reasonably required to access the Software for the duration of the Subscription Term.

## 6. **Access to the Software**

6.1 Subject to the Customer purchasing the User Subscription in accordance with clause 9, the Supplier hereby grants to the Customer a non-exclusive, non-transferable right, without the right to grant sublicences, to use the Software, any associated media, printed materials and documentation relating to the Software (the "**Documentation**") during the Subscription Term solely for the Customer's internal business operations, subject to any further terms in the Work Order issued between the parties.

6.2 In consideration of the Subscription Fee set out in the Work Order, The Customer shall be entitled to access the Software on up to three devices associated with Platform Provider's account. The Supplier shall be at liberty to amend this number of devices at any time on 14 Business Days' notice to the Client.

6.3 The Customer shall not:

6.3.1 attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) except to the extent expressly set out in this Agreement or as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties;

6.3.2 attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software except to the extent allowed by any applicable law which is incapable of exclusion by agreement between the parties;

6.3.3 access all or any part of the Software or Documentation in order to build a product or service which competes with the Software and/or the Documentation;

6.3.4 use the Software and/or Documentation to provide services to third parties;

6.3.5 attempt to obtain, or assist third parties in obtaining, access to the Software and/or Documentation, other than as provided under this Agreement.

6.4 For the avoidance of doubt, the Customer shall have no right to access the software code (including object code, intermediate code and source code) of the Software, either during or after the Subscription Term.

6.5 The Customer shall not access, store, distribute or transmit any Viruses or any material during the course of its use of the Services that is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; facilitates illegal activity; depicts sexually explicit images; or promotes unlawful violence, discrimination based on race, gender, colour, religious belief, sexual orientation, disability, or is otherwise illegal or causes damage or injury to any person or property.

6.6 Without prejudice to any of the parties' obligations or duties under or in connection with this Agreement, and save as expressly

stated otherwise within this Agreement, the Supplier does not warrant, expressly or impliedly, that:

6.6.1 the Software; or

6.6.2 any software format in which the information or digital data which is compiled, received, stored, shared, published or otherwise issued in accordance with this Agreement

is compatible with any software or software format used by or on behalf of the Customer. The Supplier shall not be liable for any delays, additional costs and direct or indirect loss or damages arising due to the compatibility of the Software with any software, hardware or infrastructure of the Customer.

6.7 Except as expressly stated in this Agreement, the Software is provided as is. To the maximum extent permitted by law, the Supplier disclaims any and all other warranties (express, implied or statutory, or otherwise) including of merchantability or fitness for a particular purpose, whether arising by a course of dealing, usage or trade practice, or course of performance.

## 7. **Customer Data**

7.1 The Customer shall own all right, title and interest in and to all of the Customer Data, and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Customer Data.

7.2 The Customer shall grant the Supplier a right to store, record, transmit, maintain, display and modify Customer Data for the purpose of providing the Services, and:

7.2.1 to fulfil its obligations to the Customer under this Agreement; and

7.2.2 as otherwise set forth in this Agreement or agreed by the parties in writing.

7.3 The Customer acknowledges and agrees that the Supplier shall have the right to collect and analyse data and other information relating to the provision, use and performance of the Services and Software (including, without limitation, Customer Data and data derived therefrom), and the Supplier will have an irrevocable, royalty-free licence to the Customer Data to, during and at any time after the Subscription Term:

7.3.1 use such information and Customer Data to maintain, evaluate, develop, improve and enhance the Software for other development, diagnostic and corrective purposes in connection with the Services; and

7.3.2 in connection with its business, disclose such data solely in aggregate or other anonymised form such that it does not include any information that could be used to identify, or re-identify, the Customer; Customer's clients; or any products, goods or services provided by the Customer.

7.4 The Customer acknowledges and agrees that the Supplier is not responsible or liable for any reliance placed by the Customer or any third party on the analysis or other outputs of the Software.

7.5 In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy against the Supplier shall be for the Supplier to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by the Supplier, if any. The Supplier shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party (except those third parties sub-contracted by the Supplier

- to perform services related to Customer Data maintenance and back-up).
- 7.6 The Customer acknowledges and agrees that the Supplier shall not be liable for any corruption or unintended amendment, modification or alteration of the Customer Data and other information it receives, stores or issues in providing the Services, save where any such corruption or unintended amendment, modification or alteration of the electronic data is a result of the Customer's negligence and/or failure to comply with this Agreement.
- 7.7 Both parties will comply with all applicable requirements of the Data Protection Laws. This clause 7 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Laws
- 7.8 The parties acknowledge that:
- 7.8.1 The Customer will not input any Personal Data into the Software.
- 7.8.2 For avoidance of doubt, where the Supplier processes any Personal Data on the Customer's behalf when performing its obligations under this Agreement the Customer is the controller and the Supplier is the processor for the purposes of the Data Protection Legislation.
- 7.9 For the avoidance of doubt, the provisions of this clause 7 shall survive termination or expiry of this Agreement.
- 8. Intellectual Property Rights**
- 8.1 The Customer acknowledges and agrees that the Supplier owns all Intellectual Property rights in the Software and Documentation, including any Intellectual Property created by the Supplier in the course of performing the Services. Except as expressly stated, this Agreement does not grant the Customer any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trade-marks (whether registered or unregistered), or any other rights or licences in respect of the Background Intellectual Property.
- 8.2 The Supplier grants to the Customer a revocable, non-exclusive, royalty-free licence to use the Intellectual Property for the purposes of using the Software.
- 8.3 For the avoidance of doubt, the provisions of this clause 8 shall survive termination or expiry of this Agreement.
- 9. Fees**
- 9.1 The Customer shall pay the Subscription Fee to the Supplier for the User Subscriptions in accordance with this clause 9 and the Work Order issued under this Agreement.
- 9.2 If the Supplier has not received payment within 14 days after the due date as set out in the Work Order, without prejudice to any other rights and remedies of the Supplier:
- 9.2.1 the Supplier may, without liability to the Customer, disable the Customer's password, account and access to all or part of the Software and/or Services and the Supplier shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and
- 9.2.2 interest shall accrue on a daily basis on such due amounts at an annual rate equal to 3% of the Bank of England base rate from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.
- 9.3 Except as otherwise specified in the Work Order issued under this Agreement the Fees are:
- 9.3.1 quoted and payable in British pound sterling;
- 9.3.2 subject to clause 11.1.2, non-cancellable, and non-refundable; and
- 9.3.3 exclusive of value added tax, which shall be added to the Supplier's invoice(s) at the appropriate rate.
- 9.4 The Fee for the Services during any such renewal of a Subscription Term will be the same Fee for the Service as during the immediately prior Subscription Term unless the Supplier provides the Customer notice of a Fee increase, in which case the Fee increase shall be effective upon 30 days written notice by the Supplier.
- 10. Warranties**
- 10.1 The Supplier warrants to the Customer that:
- 10.1.1 the Supplier has the legal right and authority to enter into this Agreement and to perform its obligations under this Agreement;
- 10.1.2 the Supplier will comply with all applicable legal and regulatory requirements applying to the exercise of the Supplier's rights and the fulfilment of the Supplier's obligations under this Agreement; and
- 10.1.3 the Supplier has or has access to all necessary know-how, expertise and experience to perform its obligations under this Agreement.
- 10.2 The Supplier warrants to the Customer that the Software, when used by the Customer in accordance with this Agreement, will not breach any laws, statutes or regulations applicable under English law.
- 10.3 The Supplier warrants to the Customer that the Software, when used by the Customer in accordance with this Agreement, will not infringe the Intellectual Property rights of any person in any jurisdiction and under any applicable law.
- 10.4 If the Supplier reasonably determines, or any third party alleges, that the use of the Software by the Customer in accordance with this Agreement infringes any person's Intellectual Property rights, the Supplier may at its own cost and expense:
- 10.4.1 modify the Software in such a way that they no longer infringe the relevant Intellectual Property Rights; or
- 10.4.2 procure for the Customer the right to use the Software in accordance with this Agreement.
- 10.5 The Customer warrants to the Supplier that it has the legal right and authority to enter into this Agreement and to perform its obligations under this Agreement.
- 10.6 All of the parties' warranties and representations in respect of the subject matter of this Agreement are expressly set out in this Agreement. To the maximum extent permitted by applicable law, no other warranties or representations concerning the subject matter of this Agreement will be implied into this Agreement or any related contract.
- 11. Liability and Insurance**
- 11.1 Except as expressly set out in clause 11.2:

- 11.1.1 The Supplier shall not be liable whether in tort (including negligence), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this Agreement
- 11.1.2 the Supplier's total aggregate liability, whether in contract, tort (including negligence) or otherwise in connection with this Agreement shall in no circumstances exceed a sum equal to the Subscription Fees paid for the User Subscription during the 12 months immediately preceding the date on which the claim arose.
- 11.2 Nothing in this Agreement excludes or limits the liability of the Supplier for:
- 11.2.1 death or personal injury caused by the Supplier's negligence; or
- 11.2.2 fraud or fraudulent misrepresentation.
- 11.3 Neither party shall be liable to the other party in respect of any losses arising out of a Force Majeure Event.
- 11.4 For the avoidance of doubt, the provisions of this clause 11 shall survive termination or expiry of this Agreement.
- 12. Indemnity**
- 12.1 The Customer shall defend, indemnify and hold harmless the Supplier against any and all liabilities, damages, losses, costs and expenses (including legal expenses and amounts reasonably paid in settlement of legal claims) suffered or incurred by the Supplier and arising directly or indirectly as a result of any breach by the Customer of this Agreement.
- 13. Termination**
- 13.1 Unless otherwise set out in a Work Order, the Supplier may terminate this Agreement or any Work Order without cause on 21 days' written notice. Termination without cause will not affect licenses granted on an annual subscription basis which will continue for the duration of the Subscription Term, subject to the terms of this Agreement. The Supplier will not provide refunds or credits for any partial Subscription Term if the Agreement or Work Order is terminated without cause.
- 13.2 Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:
- 13.2.1 the other party commits any material breach of this Agreement, and the breach is not remediable;
- 13.2.2 the other party commits a material breach of this Agreement, and the breach is remediable but the other party fails to remedy the breach within the period of 20 Business Days following the giving of a written notice to the other party requiring the breach to be remedied; or
- 13.2.3 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
- 13.2.4 an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other party;
- 13.2.5 an order is made for the winding up of the other party, or the other party passes a resolution for its winding up (other than for the purpose of a solvent company reorganisation where the resulting entity will assume all the obligations of the other party under this Agreement); or
- 13.2.6 the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business
- 13.3 The Supplier may terminate this Agreement immediately by giving written notice to the Customer if:
- 13.3.1 the Customer fails to pay any amount due under this Agreement on the due date for payment and such amount remains unpaid upon the date that that written notice of termination is given; and
- 13.3.2 the Supplier has given to the Customer at least 10 Business Days' written notice of its intention to terminate this Agreement in accordance with this Clause 13.3.
- 13.4 On termination of this Agreement for any reason:
- 13.4.1 all licences granted under this Agreement shall immediately terminate and the Customer shall immediately cease all use of the Software and/or Services and/or the Documentation; and
- 13.4.2 any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination shall not be affected or prejudiced.
- 14. Confidentiality and Publicity**
- 14.1 Subject to clause 14.3, each party shall hold the other's Confidential Information in confidence and shall not make the Confidential Information available to any third party or use the other's Confidential Information for any purpose other than the implementation of this Agreement.
- 14.2 Each party shall take all reasonable steps to ensure that the other's Confidential Information, to which it has access, is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement.
- 14.3 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 14.3, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.
- 14.4 The Customer acknowledges that details of the Services and/or Software, and the results of any performance tests of the Services and/or Software, constitute the Supplier's Confidential Information.
- 14.5 The Supplier acknowledges that the Customer Data is the Confidential Information of the Customer.
- 14.6 No party shall make, or permit any person to make, any public announcement concerning this Agreement without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without

limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

14.7 The provisions of this clause 14 shall survive termination of this Agreement, howsoever arising.

## **15. Force Majeure**

15.1 If a Force Majeure Event gives rise to a failure or delay in either party performing any obligation under this Agreement (other than any obligation to make a payment), that obligation will be suspended for the duration of the Force Majeure Event.

15.2 If a party becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in that party performing any obligation under this Agreement, that party must:

15.2.1 promptly notify the other party; and

15.2.2 inform the other party of the period for which it is estimated that such failure or delay will continue.

15.3 A party whose performance of its obligations under this Agreement is affected by a Force Majeure Event must take reasonable steps to mitigate the effects of the Force Majeure Event.

## **16. Conflict**

16.1 If there is an inconsistency between any of the provisions in the main body of this Agreement and the Work Order, the provisions contained in the Work Order shall prevail.

## **17. Assignment**

17.1 The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.

17.2 The Supplier may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.

## **18. Waiver**

18.1 No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

## **19. Non-Solicitation**

19.1 Neither Party shall, without the prior written consent of the other Party, either during the Subscription Term or within the period of 6 months following the end of the Subscription Term, engage, employ or solicit for engagement or employment any employee or subcontractor who has been involved in any way in the negotiation or performance of this Agreement.

## **20. Third Party Rights**

20.1 This agreement does not confer any rights on any person or party (other than the parties to this Agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

## **21. Notices**

21.1 Any notice required to be given under this Agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its address set out in this Agreement, or such other address as may have been notified by that party for such purposes, or sent by fax to the other party's fax number as set out in this Agreement.

21.2 A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9 am on the first business day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post. A notice sent by fax shall be deemed to have been received at the time of transmission (as shown by the timed printout obtained by the sender).

## **22. Severability**

22.1 In the event that any competent tribunal or court of law should decide that any part of this Agreement is unenforceable then the remaining terms and conditions shall remain in full force and effect and remain binding upon the parties.

## **23. Governing Law**

23.1 This Agreement and any dispute arising in connection with it or its formation (including non-contractual disputes) shall be subject to and governed by the law of England and Wales and the parties submit to the exclusive jurisdiction of the English courts.

## **24. Definitions and Interpretation**

24.1 The following words and expressions shall have the following meanings in these Terms (unless the context requires otherwise):

"**Additional Services**" means any services to be carried out where the Customer has requested additional services and set out in the applicable Work Order;

"**Affiliate**" means an entity that Controls, is Controlled by, or is under common Control with the relevant entity;

"**Business Day**" means any day within the United Kingdom, which is not a Saturday, Sunday, public, or bank holiday in England and Wales;

"**Confidential Information**" means non-public information that is designated "confidential" or that a reasonable person should understand is confidential, including, but not limited to, Customer Data, the terms of this Agreement, and Customer's account authentication credentials. Confidential Information does not include information that: (1) becomes publicly available without a breach of a confidentiality obligation; (2) the receiving party received lawfully from another source without a confidentiality obligation; (3) is independently developed; or (4) is a comment or suggestion volunteered about the other party's business, products or services.

"**Control**" means the legal power to control (directly or indirectly) the management of an entity (and "Controlled" should be construed accordingly);

"**Customer**" means the person or legal entity identified as such in the applicable Work Order;

"**Customer Data**" means all data, including all text, sound, software, image or video files that are provided to the Supplier or its Affiliates by, or on behalf of, Customer and its Affiliates through use of the Software;

"**Data Protection Laws**" means all applicable laws relating to the processing of Personal Data including, while it is in force and applicable

to Customer Personal Data, the General Data Protection Regulation (Regulation (EU) 2016/679);

**"Documentation"** shall have the meaning set out at clause 6.1;

**"Effective Date"** means the effective date set out in the applicable Work Order

**"Fees"** means the:

- (a) the amounts specified in the applicable Work Order; and
- (b) such amounts as may be agreed in writing by the parties from time to time;

**"Force Majeure Event"** means an event, or a series of related events, that is outside the reasonable control of the party affected (including failures of the internet or any public telecommunications network, hacker attacks, denial of service attacks, virus or other malicious software attacks or infections, power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks, wars, epidemics and pandemics);

**"Intellectual Property Rights"** means all intellectual property rights wherever in the world, whether registerable or un-registerable, registered or unregistered, including any application or right of application for such rights (and these "intellectual property rights" include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trademarks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs);

**"Personal Data"** has the meaning given to it in the Data Protection Laws applicable in the United Kingdom from time to time;

**"Platform Provider"** means Microsoft Corporation or any other platform provider upon which the software is hosted from time to time;

**"Services"** means any services that the Supplier provides to the Customer, or has an obligation to provide to the Customer, under this Agreement or as set out in the applicable Work Order.

**"Software"** means any software provided by the Supplier to the Customer as set out in the applicable Work Order.

**"Subscription Fee"** means the subscription fees payable by the Customer to the Supplier for the User Subscription as set out in the Work Order

**"Subscription Term"** means the initial subscription term of 12 months together with any subsequent renewal period as set out in the Work Order and any further agreement in writing between the Parties.

**"Update"** means a hotfix, patch or minor version update to the Software.

**"User Subscription"** means the user subscription(s) purchased by the Customer pursuant to clause 6 which entitles the Customer to access and use the Software and Documentation in accordance with this Agreement;

**"Work Order"** means an instruction as set out in the form prescribed in Appendix 1.

**"Virus"** means anything or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the

programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

**"Vulnerability"** means any weakness in the computational logic (for example, code) found in software and hardware components that when exploited, results in a negative impact to the confidentiality, integrity, or availability, and the term Vulnerabilities shall be construed accordingly

24.2 References to Statutes or Statutory Instruments include references to any modification, extension or re-enactment thereof from time to time.

**Appendix 1 – Form of Work Order**

**WORK ORDER NO.** [XXXX]

**PROJECT NO.** [XXXX]

**DATE:** [XXXX]

**General**

This Work Order is issued pursuant to the Agreement between Buro Happold Limited (the “**Supplier**”) and [insert name and company details] (the “**Customer**”) in relation to the provision of [Workplace Analytics Software] (the “**Software**”)

This Work Order together with the Contract Particulars sets out the key details in relation to this matter including the fees payable to the Supplier.

**The Scope of the Software**

The scope is [insert description].

**The Fees**

The Fees are set out in the Contract Particulars and shall be payable for the initial period of 12 months in advance within 14 days of the date of this Work Order, and then on the last day of each calendar month for the duration of the Agreement, and are payable in accordance with clause 9 of the Agreement.

The invoices shall be addressed to [name and address]

The Supplier shall be entitled to make changes to these rates from time to time and will notify the Customer of these changes.

**Contract Particulars**

|                     |                                     |
|---------------------|-------------------------------------|
| Effective Date      | [XXXX]                              |
| Software            | [XXXX]                              |
| User Subscription   | [XXXX]                              |
| Subscription Term   | [XXXX]                              |
| Fees                | [XXXX] (annual)<br>[XXXX] (monthly) |
| Services            | [XXXX] / <b>None Provided</b>       |
| Additional Services | [XXXX]                              |

**Signed by:**

**The Supplier**

.....

**The Customer**

.....