



SOLUTION AGREEMENT

1 This Agreement

1.1 This Agreement is between Quill Pinpoint Limited (Quill), Company No 01348976, whose registered office is at Castle Quay, Manchester, M15 4NJ and {{client_name}} located at {{client_address}} (the Customer).

1.2 This Agreement is made up of these Conditions and the Schedules linked to this Agreement and govern the supply of Quill's Solution to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. If there is any conflict or ambiguity between the terms of the documents listed in this Condition, a term contained in a document higher in the list shall have priority over a term contained in a document lower in the list.

2 The Solution

2.1 Subject to these Conditions and in consideration of the payment by the Customer of the Charges due from time to time, Quill:

2.1.1 grants to the Customer a non-exclusive, non-transferable licence, without the right to grant sub-licences, to permit, as from the Configuration Date, for the Permitted Users to access and use the Software and the Documentation solely for the Permitted Use; and

2.1.2 undertakes to provide the Services with reasonable care and skill and in accordance with the requirements of any Laws applicable to the provision of the Services; and

2.1.3 undertakes to use its reasonable endeavours to provide the Support during Support Hours as from the Configuration Date;

2.1.4 undertakes to comply with its other obligations set out in the Agreement; during the Term and in each case, in accordance with and as required by the Agreement.

2.2 Quill may make changes or enhancements to the Solution as it deems are necessary.

2.3 Quill shall be entitled to monitor and audit the Customer's use of the Solution in order to monitor the Customer's compliance with the terms of the Agreement.

2.4 The provisions of Schedule 7 shall apply in respect of the Cashiering Services and the Payroll Services.

2.5 The initial Solution requirements are detailed below:

Solution requirements and Charges

{{as per your most recent invoice from Quill}}

On completion of your order, you are required to complete a direct debit mandate online for the collection of your monthly recurring fees.

Additional Services requirement and Charges

{{as required}}

The Customer shall pay any one-off fees set out in this Condition 2.5 on receipt of Quill's invoice in respect of the same.

3 Additional Permitted Users and Additional Services

3.1 The Customer may, from time to time, request to increase the number of Permitted Users, or request Additional Services, Training, Modules and/or New Versions by making a written request to Quill. Subject to payment as appropriate by the Customer of such Charges or Additional Charges as appropriate, Quill shall provide such Additional Services, and/or make such Modules, and/or New Versions available to the Customer and/or be deemed to have granted a licence in accordance with Condition 2.1.1 for each such additional Permitted User.

4 Hosting

4.1 Quill will as from the Configuration Date, make the Core Software and the Modules (if any) set out in this Agreement available in the Hosting Environment.

4.2 The Customer agrees and acknowledges that the Hosting Environment is provided by the Hosting Provider in accordance with and subject to the Hosting Provider's standard terms and conditions from time to time and therefore any failure of the Solution or inability for the Customer, or a Permitted User to access and use the Solution which arises as a result of or in connection with any problem or failure of the Hosting Environment shall not be a breach of the Agreement which entitles the Customer to terminate the Agreement and the Customer's sole remedy shall be for Quill to take reasonable steps in accordance with the Hosting Provider's terms and conditions to require the Hosting Provider to restore the Hosting Environment and continue providing the Hosting Environment in accordance with and as required by the Hosting Provider's standard terms and conditions.

4.3 The Customer is responsible for:

4.3.1 providing and maintaining the Customer's systems, networks and telecommunications links so it is able to link to and communicate with the Solution ensuring these meet any requirements specified in writing by Quill from time to time;

4.3.2 implementing and operating appropriate up-to date security and anti-virus software within the Customer's systems, network and telecommunications links;

4.3.3 monitoring Permitted Users' use of the Solution and notifying Quill of any use which is inconsistent with or in breach of the terms of the Agreement; and

4.3.4 providing Quill with remote access to the Customer's systems and network as reasonably required by Quill in order for Quill to provide the Solution.

5 Customer's Obligations

5.1 The Customer shall:

5.1.1 provide Quill with all necessary co-operation in relation to the Agreement;

5.1.2 provide to Quill (and its employees, agents and subcontractors) in a timely manner and at the Customer's own cost, such access as Quill deems necessary to its systems and networks and the software interfaces of its other business applications and other facilities in order for Quill to provide the Solution;

5.1.3 ensure that all Permitted Users:

(a) have the required skills, training and expertise to use the Solution;

(b) maintain the confidentiality of all passwords and any login credentials issued by Quill to access the Solution; and

(c) access the Solution in accordance with the passwords and login credentials issued by Quill in respect of each individual Permitted User and ensure that each Permitted User does not share or interchange their login credentials with any other Permitted User;

5.1.4 use all reasonable endeavours to prevent any unauthorised access to, or use of, the Solution and notify Quill promptly of any such unauthorised access or use;

5.1.5 without affecting its other obligations under the Agreement, comply with all Laws applicable to the Customer, including in connection with the Agreement;

5.1.6 obtain and maintain all necessary licences, consents and permissions necessary to enable Quill to provide the Solution and perform its obligations under the Agreement; and

5.1.7 comply with its other responsibilities and obligations set out in the Agreement in a timely and efficient manner and to act in good faith in the performance of the same.

5.2 The Customer shall not, and shall procure that the Permitted Users shall not:

5.2.1 access, store, distribute, transmit upload or allow to be uploaded to the Solution or any material, save that which is necessary for the Customer to fulfil its services to its clients, during the course of its use of the Solution that:

(a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; and/or

(b) facilitates illegal activity, depicts sexually explicit images, promotes unlawful violence or is discriminatory; and/or

(c) is discriminatory based on race, gender, colour, religious belief, sexual orientation or disability; and/or

(d) is in a manner that is otherwise illegal or causes damage or injury to any person or property; and/or

(e) (if applicable) violates the Hosting Provider's standard terms and conditions; and/or

(f) contains any Viruses.

5.2.2 attempt to copy, duplicate, modify, create derivative works from or distribute all or any portion of the Solution except to the extent expressly set out in the Agreement or as may be allowed by any Law which is incapable of exclusion by agreement between the Parties;

5.2.3 access all or any part of the Solution in order to build a product or service which competes with the Solution;

5.2.4 access or use the Solution for any purpose other than the Permitted Use;

5.2.5 attempt to obtain, or assist third parties in obtaining, access to the Solution; or

5.2.6 use the Solution to extract data that the Customer does not have the necessary rights, licences or consents to use;

and Quill reserves the right without liability to the Customer or prejudice to Quill's other rights, to disable the Customer's access to the Solution if the provisions of this Condition 5.2 are breached.

6 Charges

6.1 Quill shall raise its first invoice for the Additional Charges payable in respect of Additional Services on or following the Commencement Date, and thereafter invoices for the Charges in respect of the Solution on a monthly basis from the Live Date in advance unless otherwise specified. Unless otherwise stated in this Agreement, the Customer shall pay all Charges immediately on receipt of Quill's invoice.

6.2 All sums payable to Quill under the Agreement:

6.2.1 are exclusive of VAT, which shall be added to Quill's invoice(s) at the appropriate rate;

6.2.2 shall be paid in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by Law); and

6.2.3 shall be non-refundable.

6.3 The Customer will pay interest to Quill in respect of the late payment of any sum due under the Agreement both before and after judgment at the rate of 4 per cent per annum above the base rate from time to time of Clydesdale Bank plc or at the Courts' prescribed rate (whichever is the higher) compounded monthly from the due date until payment. Additionally, the Customer will pay an additional fee in the event of a BACS remittance advice in respect of an unpaid direct debit.

6.4 Notwithstanding Quill's right to increase the Charges in accordance with Condition 6.5, Quill may, any time after the expiration of eleven months from the Commencement Date of the Agreement or the date of the last increase under the Agreement, increase the Charges due under the Agreement by giving not less than 1 months' notice in writing to the Customer. This increase will be limited to the greater of 5% or by the percentage increase in CPI since the Commencement Date or since the date of the last increase (as appropriate).

6.5 The Customer agrees and acknowledges that the Charges are based on:

6.5.1 the net number of Permitted Users licensed to access and use the Core Software in any part of each calendar month;

6.5.2 the net number of Permitted Users licensed to access and use any ordered Modules in any part of each calendar month;

6.5.3 the number of Transactions and Payslips as set out in Schedules 2 and 3 respectively; and

6.5.4 any additional Charges payable by the Customer in accordance with a Schedule;

and therefore Quill, without prejudice to its general right to increase the Charges in accordance with Condition 6.4, has the right to increase the Charges in accordance with Condition 3.

7 Warranty

7.1 Subject to the exceptions set out in Condition 7.5 and the limitations of its liability in Condition 8 Quill warrants that:

7.1.1 its title to and property in the Software is free and unencumbered and that it has the right, power and authority to licence the Software upon the terms and conditions of the Agreement; and

7.1.2 the Core Software will operate substantially in accordance with the Documentation during the Warranty Period.

7.2 The Customer shall give notice to Quill as soon as it is reasonably able upon becoming aware of a breach of warranty.

7.3 Subject to Condition 7.4, in the event that the Customer discovers a material Incident which substantially affects the Customer's use of the Core Software on the terms of the Agreement, and notifies Quill with full details of the Incident within the Warranty Period, Quill shall at its sole option either:

7.3.1 terminate the Agreement; or

7.3.2 use all reasonable endeavours to correct within a reasonable period of time by the provision of the relevant New Release and any such amended or replacement software shall become part of the Core Software.

7.4 Notwithstanding anything to the contrary in these Conditions, Quill shall have no liability to remedy a breach of warranty where such breach arises as a result of the occurrence of any of the events or circumstances set out in Condition 5.2 or as a result of any failure on the part of the Customer to observe and perform its obligations under these Conditions.

7.5 The Customer acknowledges and agrees that:

7.5.1 computers need routine maintenance and sometimes break down and that the Solution may not operate continuously and in an error-free manner. As a result, Quill does not guarantee that the Customer will be able to access the Solution at any particular time and the Customer agrees that Quill shall have no liability to the Customer if any such persons are not able to access the Solution at such time or for any period;

7.5.2 does not warrant that the Solution will meet the Customer's data processing requirements and the Customer agrees that the existence of Incidents shall not automatically constitute a breach of warranty or the Agreement;

7.5.3 computer software, including the Software, is not error, fault or bug free, nor secure from persons wishing to misuse, tamper with, erase, alter or in any other way corrupt computer systems and that the data, information and records they display, retrieve, collate, transfer, calculate or disseminate may be affected by such occurrences;

7.5.4 the Solution is provided to the Customer on an "as is" and "as available" basis;

7.5.5 any use of the Solution by the Customer in conjunction with any hardware or software products, (other than those that are identified in the Documentation as being compatible with the Software) may adversely impact the functionality of the Solution and/or render the Solution inoperable;

7.5.6 the Software is a tool to aid the Customer, but the Customer should satisfy itself of the accuracy of any figures calculated using the Software and the correctness of any forms completed using the Software. The Customer is responsible for ensuring that any forms and/or precedent documents comprised within the Software are suitable for each purpose for which the Customer may use them. Quill will not be liable if the Software is used in a manner in breach of this Condition 7.5.6;

7.5.7 the use of the Solution does not provide any warranty or guarantee that the Customer will be compliant with its own regulatory obligations, and the Customer shall be solely responsible for complying with its own legal obligations and regulatory requirements; and

7.5.8 the use of the Solution shall not constitute as the provision of advice and Quill shall have no liability to the Customer or any third party for any advice given to anyone by the Customer.

7.6 If any of the forms contained within the Software or any legislation, statutes, statutory instruments or regulations relevant to the Software are amended, re-enacted or extended in such a manner as to (in Quill's opinion) affect the provision of the Software, then Quill shall use all reasonable endeavours to amend the Software prior to such change(s) coming into force. The Customer acknowledges and

agrees that, despite such endeavours, Quill does not guarantee that it will always be able to amend the Software prior to such change(s) coming into force. If Quill is unable to do so, it will notify the Customer of the change(s), in which case the Customer shall have the right to continue to use the Software at its own risk and Quill shall have no liability to any person for any loss incurred as a result of such continued use.

7.7 Subject to the foregoing, all conditions, warranties, terms and undertakings, express or implied, statutory or otherwise, in respect of the Solution are hereby excluded to the fullest extent permitted by Law.

8 Limitation of Liability

8.1 The following provisions set out the entire liability of Quill (including any liability for the acts and omissions of its officers, directors, employees, agents and sub-contractors) in respect of:

8.1.1 any breach of its contractual obligations arising under and/or in connection with the Agreement;

8.1.2 any use made by the Customer of the Solution or any part of them; and

8.1.3 any misrepresentation, mis-statement or tortious act or omission (including negligence but excluding any of the same made fraudulently) arising under or in connection with the Agreement; and/or

8.1.4 any other provision of the Agreement,

(a **Liability Event**).

8.2 Notwithstanding anything to the contrary in the Agreement, nothing in the Agreement shall limit or exclude Quill's liability:

8.2.1 for death or personal injury resulting from its own negligence or that of its officers, directors, employees, agents or sub-Contractors; or

8.2.2 fraud or fraudulent misrepresentation; or

8.2.3 to the extent that such liability action or exclusion is not permitted by Law.

8.3 Subject to Condition 8.2 and any limitation provision set out in the Schedules, the total liability of Quill in respect of:

8.3.1 damage or loss to tangible property (which for the avoidance of doubt does not include data) of the Customer due to a Liability Event shall be limited to £1,000,000;

8.3.2 all Liability Events arising in relation to any Additional Services or Training Services shall be limited to 125% of the Additional Charges paid for such Additional Services or Training Services; and

8.3.3 all other Liability Events arising in relation to the Solution or otherwise under the Agreement in any Agreement Year shall be limited to 125% of the Charges paid in the immediately preceding Agreement Year, and in respect of the first Agreement Year 125% of the Charges paid in that Agreement Year.

8.4 Subject to Condition 8.2, Quill shall not be liable to the Customer in respect of any Liability Event for any loss or damage which may be suffered by the Customer (or any person claiming through or under the Customer) whether the same are suffered directly or indirectly and whether the same arise in Agreement, tort (including negligence) or otherwise howsoever, which falls within the following categories:

8.4.1 loss of profits or turnover;

8.4.2 loss of anticipated savings;

8.4.3 loss of business opportunity;

8.4.4 loss of goodwill;

8.4.5 loss of any licence, authorisation or consent;

8.4.6 loss or corruption of data or information;

8.4.7 damage to reputation;

8.4.8 any special, indirect or consequential loss,

provided that this Condition 8.4 shall not prevent claims for loss of or damage to the Customer's tangible property that fall within the provisions of Condition 8.3.1 or any other claim for direct financial loss that are not excluded by Condition 8.4.1 to 8.4.8 (inclusive).

8.5 Quill shall not be liable for any damage or losses to the extent they arise as a result of or in connection with:

8.5.1 any failure of the Customer to observe and perform its obligations under the Agreement;

8.5.2 any unauthorised or incorrect access or use of the Solution or use of the Solution by the Customer, or Permitted Users other than in accordance with the terms of the Agreement or Quill's instructions;

8.5.3 any modification or alteration of Solution by the Customer, or Permitted Users;

8.5.4 problems caused by the Customer's systems, network and telecommunications links;

8.5.5 any actions taken by Quill at the Customer's direction; or

8.5.6 the Customer's use of the Solution after the Customer became or should have become aware of an Incident but before Quill has confirmed that a resolution has been implemented.

8.6 If a number of Liability Events give rise substantially to the same loss, then they shall be regarded as giving rise to only one claim under the Agreement (if applicable). The Customer is not entitled to recover damages or otherwise obtain restitution more than once in respect of the same loss.

8.7 If at any time the Solution or any part thereof is used other than in accordance with Quill's instructions and/or guidance or the Documentation (in each, from time to time), then the Customer acknowledges that it may have an adverse impact on the capability, functionality and/or performance of the Solution and as a result Quill shall not be liable to the Customer for any loss or damage arising in respect of such impact on the capability, functionality and/or performance of the Solution.

8.8 Quill shall have no liability to the Customer in respect of any Liability Event unless the Customer serves notice of the same on Quill within 3 months of the date the Customer became aware or ought to have become aware of the consequences of the Liability Event.

8.9 The Customer shall indemnify Quill, keep Quill indemnified and hold Quill harmless from and against any and all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by Quill arising out of or in connection with:

8.9.1 the Customer's breach of the Agreement and any other legal obligations howsoever arising;

8.9.2 any wilful or negligent act or omission of the Customer, its officers, employees, Contractors or agents; and

8.9.3 the Customer's use of the Solution.

8.10 Quill shall not have any liability to the Customer in respect of any Event of Default unless the Customer shall have served notice of the same upon Quill within two months of the date it became aware of the consequences of the Event of Default.

8.11 The Customer declares and acknowledges that it has considered the provisions of this Condition 8 in detail including each of the limitations and considers them reasonable in the circumstances having taken into account, among other factors, the subject matter of the Agreement and having had the opportunity to obtain independent legal advice on the same.

9 Confidentiality

9.1 Each Party may be given access to Confidential Information by the other Party in order to perform its obligations under the Agreement. A Party's Confidential Information shall not be deemed to include information that:

9.1.1 is or becomes publicly known other than through any act or omission of the receiving Party;

9.1.2 was in the other Party's lawful possession before the disclosure;

9.1.3 is lawfully disclosed to the receiving Party by a third party without restriction on disclosure;

9.1.4 is independently developed by the receiving Party, which independent development can be shown by written evidence; or

9.1.5 is required to be disclosed by any Laws, by any court of competent jurisdiction or by any regulatory or administrative body including any reasonable request or order from the Solicitors Regulatory Authority, the Legal Ombudsman, Law Society, HM Revenue and Customs or any successor body in respect of the same.

9.2 Each Party shall hold the other's Confidential Information in confidence and, unless required by Law, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the for the purposes envisaged by the Agreement.

9.3 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 the Agreement.

9.4 Neither Party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.

9.5 The Customer acknowledges that:

9.5.1 details of the Software and the Documentation constitute Quill's Confidential Information;

9.5.2 if Quill suspects that the Customer is committing a money laundering offence as governed by the Money Laundering Regulations 2007, the Proceeds of Crime Act 2002 or the Terrorism Act 2000 (or any other offence in accordance with the foregoing), the Customer acknowledges that Quill may be required to disclose the suspicion to the Serious Organised Crime Agency (or any successor organisation), any other relevant authority or the Customer's money laundering reporting officer, depending upon circumstances; and

9.5.3 Quill may at its discretion monitor the Customer's use of the Solution to determine and ensure compliance with these Conditions and to protect itself and other customers from fraudulent, unlawful or abusive use of the Solution. Quill may also disclose any content, record, use or other information to the extent reasonably necessary to protect the rights of Quill.

9.6 Quill acknowledges that the Customer Data is the Confidential Information of the Customer.

9.7 Quill may announce the existence of this Agreement when completed by all Parties as part of its marketing programme.

9.7 This Condition 9 shall remain in full force and effect in the event of any termination of the Agreement.

10 Data Protection

10.1 For the purposes of this Condition 10, the terms **controller, processor, data subject, personal data, personal data breach** and **processing** shall have the meaning given to them in the UK GDPR.

10.2 Both Parties will comply with all applicable requirements of Applicable Data Protection Laws. This Condition 10 is in addition to, and does not relieve, remove or replace, a Party's obligations or rights under Applicable Data Protection Laws.

10.3 The Parties have determined that, for the purposes of Applicable Data Protection Laws Quill shall process the personal data set out in this Condition 10 as a processor on behalf of the Customer.

10.4 Should the determination in Condition 10.3 change, then each Party shall work together in good faith to make any changes which are necessary to this Condition 10.

10.5 By entering into the Agreement, the Customer consents to (and shall procure all required consents, from its personnel, representatives and agents, in respect of) all actions taken by Quill in connection with the processing of Supplier Personal Data, provided these actions are in compliance with data protection laws.

10.6 Without prejudice to the generality of Condition 10.2, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Supplier Personal Data and Customer Personal Data to Quill and lawful collection of the same by Quill for the duration and purposes of the Agreement.

10.7 In relation to the Customer Personal Data, Schedule 5 sets out the scope, nature and purpose of processing by Quill, the duration of the processing and the types of personal data and categories of data subject.

10.8 Without prejudice to the generality of Condition 10.2 Quill shall, in relation to Customer Personal Data:

10.8.1 process that Customer Personal Data only on the documented instructions of the Customer, unless Quill is required by Applicable Laws to otherwise process that Customer Personal Data. Where Quill is relying on Applicable Laws as the basis for processing Customer Processor Data, Quill shall notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit Quill from so notifying the Customer on important grounds of public interest. Quill shall inform the Customer if, in the opinion of Quill, the instructions of the Customer infringe Applicable Data Protection Legislation;

10.8.2 implement the technical and organisational measures as detailed on its website (<https://www.quill.co.uk/Business-Continuity/>) to protect against unauthorised or unlawful processing of Customer Personal Data and against accidental loss or destruction of, or damage to, Customer Personal Data, which the Customer has reviewed and confirms are appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;

10.8.3 ensure that any personnel engaged and authorised by Quill to process Customer Personal Data have committed themselves to confidentiality or are under an appropriate statutory or common law obligation of confidentiality;

10.8.4 assist the Customer insofar as this is possible (taking into account the nature of the processing and the information available to Quill), and at the Customer's cost and written request, in responding to any request from a data subject and in ensuring the Customer's compliance with its obligations under Applicable Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

10.8.5 notify the Customer without undue delay on becoming aware of a personal data breach involving the Customer Personal Data;

10.8.6 at the written direction of the Customer, delete or return Customer Personal Data and copies thereof to the Customer on termination of the agreement unless Quill is required by Applicable Law to continue to process that Customer Personal Data. For the purposes of this Condition 10.8.6 Customer Personal Data shall be considered deleted where it is put beyond further use by Quill; and 10.8.7 maintain records to demonstrate its compliance with this Condition 10.

10.8.8 if requested, provide Controller with information necessary to demonstrate its compliance with obligations under Data Protection Laws and this DPA, and

10.8.9 allow for audits at Controller's reasonable request, provided that audits are limited to once a year and during normal business hours except in the event of a personal data breach;

10.9 The Customer hereby provides its prior, general authorisation for Quill to:

10.9.1 appoint processors to process the Customer Personal Data, provided that Quill:

(a) shall ensure that the terms on which it appoints such processors comply with Applicable Data Protection Laws, and are consistent with the obligations imposed on Quill in this Condition 10;

(b) shall remain responsible for the acts and omission of any such processor as if they were the acts and omissions of Quill; and

(c) shall maintain a list of its processors at https://www.quill.co.uk/schedule_subprocessors/ and shall inform the Customer of any intended changes concerning the addition or replacement of the processors, thereby giving the Customer the opportunity to object to such changes provided that if the Customer objects to the changes and cannot demonstrate, to Quill's reasonable satisfaction, that the objection is due to an actual or likely breach of Applicable Data Protection Law, the Customer shall indemnify Quill for any losses, damages, costs (including legal fees) and expenses suffered by Quill in accommodating the objection

10.9.2 transfer Customer Personal Data to an Approved Processor outside of the UK as required for the Purpose, provided that Quill shall ensure that all such transfers are effected in accordance with Applicable Data Protection Laws and the transfer, and compliant transfer mechanism has been agreed by the Customer and are set out in Schedule 5. For these purposes, where under Applicable Data Protection Laws the transfer to the Approved Processor requires the execution of either (i) the standard data protection clauses adopted by the EU Commission from time to time under Article 46 of EU GDPR (where EU GDPR applies to the transfer) ("**EU SCCs**") or (ii) adopted by the Commissioner from time to time under Article 46 of UK GDPR (where UK GDPR applies to the transfer) ("**UK SCCs**") :

(a), the Customer shall promptly comply with any reasonable request of Quill, to enter into the UK SCCs or EU SCCs (as applicable) with Quill and/or the Approved Processor; or(b) Quill shall enter into the UK SCCs or EU SCCs (as applicable) with the Approved Processor;and in each case the Parties take all such further steps as are necessary, including carrying out a risk assessment in relation to the transfer and implementing any additional safeguards as may be required to effect the transfer in compliance with Applicable Data Protection Laws.

10.10 Either Party may, at any time on not less than 30 days' notice, revise this Condition 10 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to the Agreement).

10.11 The Customer warrants and represents that all Customer Data shall be true, accurate, and complete and the extraction and use of the Customer Data within the Solution shall not infringe the Intellectual Property Rights of any third party.

10.12 The Customer shall permit Quill directly or through any of its appointed processors, to access and use aggregated or anonymous Data and statistical analysis produced by the Software or through the provision of Services for any Data hosted by Quill within Quill's business and for benchmarking surveys, analysis and reporting. For the avoidance of doubt, Quill shall be entitled to make such surveys, analysis or reports available to the public.

10.13 Subject to the foregoing, Quill agrees not to access the Customer's Data except for the purpose of performing and complying with its obligations or exercising its rights under the Agreement or any applicable Law.

10.14 In the event that the Customer receives Data from Quill:

10.14.1 to the extent that such Data is based on or incorporates Data provided to Quill by a third-party Quill can give no warranty as to the accuracy or completeness of that Data;

10.14.2 to the extent that such Data is based on or incorporates Data provided to Quill by a third party Quill can accept no liability for any error or omission in that Data; and

10.14.3 the Customer acknowledges that the only person who can warrant the accuracy of such Data and take liability for it is the third-party provider and that any use of the Data provided by Quill is at the Customer's risk.

11 Term and Termination

11.1 The Agreement shall commence on the Commencement Date and shall continue for **the contract term as agreed** (the Initial Period) and shall continue thereafter unless or until terminated by either Party giving to the other written notice in accordance with the Notice Requirements.

11.2 The Agreement may be terminated immediately by notice in writing to the Customer by Quill:

11.2.1 if the Customer fails to pay any amount due under the Agreement on the due date for payment;

11.2.2 there is a change of control of the Customer;

11.2.3 the Customer is or has committed a serious breach or breaches of any Laws, or rules or regulations laid down by HM Revenue and Customs, the Law Society, Solicitors Regulatory Authority, Legal Aid Agency (LAA) or such bodies as shall from time to time replace the foregoing or have been appointed to perform some or all of their duties; or

11.2.4 the accounts of the Customer are in such a disorganised state as to make it onerous and/or burdensome for Quill to carry out its obligations under the Agreement efficiently.

11.3 Either Party may terminate the Agreement by notice in writing to the other Party:

11.3.1 if the other Party commits any material breach of any material term of the Agreement and (in the case of a breach capable of remedy) fails to remedy within 30 days of the other Party giving notice to do so;

11.3.2 if at any time the other Party ceases to carry on its business; or

11.3.3 if the other Party shall make a proposal for a voluntary arrangement within Part I of the Insolvency Act 1986 or a proposal for any other composition, scheme or arrangement with (or assignment for the benefit of) its creditors generally or if the other party shall be unable to pay its debts as they fall due within the meaning of Section 123 of the Insolvency Act 1986 or if a trustee, receiver, administrator, administrative receiver or similar officer is appointed in respect of all or any part of the business or assets of the other or if a petition is presented or a meeting is convened for the purpose of considering a resolution or other steps are taken for the winding up of the other Party or for the making of an administration order (otherwise than for the purpose of an amalgamation or reconstruction).

11.4 Quill shall have the right to suspend the provision of the Solution, if the Customer fails to pay any Charges by their due date for payment and/or fails to comply with its obligations under the Agreement.

11.5 On termination or expiry of the Agreement:

11.5.1 the Customer shall immediately pay to Quill all of Quill's outstanding unpaid invoices and interest and, in respect of any period in which the Solution has been provided, but for which no invoice has been submitted, Quill shall be entitled to submit an invoice for the Charges due, such invoice shall be payable by the Customer immediately on receipt;

11.5.2 all rights granted to the Customer under the Agreement shall immediately terminate;

11.5.3 each Party shall as soon as reasonably practicable, return or destroy as directed in writing by the other Party any documents in its possession or control which contain or record any Confidential Information of the other Party and shall if required by the other Party provide the other Party with written evidence within 10 Working Days of such request that the same have been destroyed; and

11.5.4 the Customer shall take such steps as Quill requires to ensure neither the Customer, or any Permitted Users can access or use the Solution;

11.5.5 Quill shall:

(a) subject to Condition 11.5.5(b) retain the Data processed by the Customer using the Solution following the date of termination and shall on the Customer's request provide the service of making such Data available to the Customer provided that the Customer pays Quill's reasonable standard charges for the same and any and all outstanding Charges payable by the Customer at the date of termination;

(b) unless required otherwise by Law, be entitled to destroy or delete all Data of the Customer relevant to the Agreement at any time after a period of one year following termination or expiry of the Agreement, and the Customer (or any person acting through the Customer) shall have no claim against Quill as a result of such destruction or deletion where the Customer has not requested such Data and/or paid Quill's charges in respect of the same;

(c) save for customers using the Cashiering Services, on receipt of written instruction from the Customer, destroy or delete all Data of the Customer relevant to the Agreement at any time after termination, and the Customer (or any person acting through the Customer) shall have no claim against Quill as a result of such destruction or deletion where the Customer has not requested such data and/or paid Quill's charges in respect of the.

11.6 The termination or expiry of the Agreement howsoever arising shall be without prejudice to any other rights or remedies a Party may be entitled to under the Agreement or at Law and shall not affect the accrued rights, obligations or liabilities of either Party nor the coming into or continuance in force of any provision of the Agreement, which is expressly or by implication, intended to come into or continue in force on or after such termination or expiry.

11.7 The Customer undertakes to Quill that, during the term of the Agreement and for the period of twelve months following the termination or expiry of the Agreement, it will not directly or indirectly and whether for itself or for the benefit of any other person induce or endeavour to induce any officer or employee of Quill or its Associates to leave their employment.

11.8 In the event that the Customer breaches the provisions of Condition 11.7, the Customer shall pay to Quill or the relevant Associate of Quill 30% of the salary paid to any officer or employee of Quill or the relevant Associate of Quill who has ceased to work for such company as a result of the solicitation or otherwise of the Customer. The Customer agrees that the provisions of this Condition 11.8 are without prejudice to the other rights and remedies that Quill and/or its Associates may have for such breach and that this is a reasonable estimate of the damages which would be suffered by Quill and/or its Associates if such a breach were to occur.

11.9 Following the termination of the Agreement providing that the Customer has at the time paid all Charges outstanding at and resulting from termination (whether or not due at the date of termination) Quill shall, unless Quill has terminated the Agreement pursuant to Conditions 11.2 and 11.3.1 provide the Customer for a period of no longer than six months following termination of the Agreement with reasonable assistance in connection with the migration of the Customer from the Solution to its replacement system provided always no third party may access or use the Solution and the Customer shall be responsible for Quill's reasonable expenses and fees in relation to the same, which shall be paid by the Customer upon demand.

12 Intellectual Property Rights

12.1 The Customer acknowledges and agrees that Quill and/or its licensors own all Intellectual Property Rights in the Solution and the Documentation. Except as expressly stated herein, the Agreement does not grant the Customer any rights to, under or in any Intellectual Property Rights, or any other rights or licences in respect of the Solution or Documentation.

12.2 Quill will indemnify and hold harmless the Customer on an indemnity basis only against any damages (including reasonable costs) that may be awarded or payable by the Customer to any third party in respect of any claim or action that the Permitted Use of the Solution and/or Documentation in accordance with the terms of the Agreement by the Customer infringes the Intellectual Property Rights of any third party (an Intellectual Property Infringement) provided that the Customer:

12.2.1 immediately notifies Quill of any suspected Intellectual Property Infringement;

12.2.2 gives Quill the sole conduct of the defence to any claim or action in respect of an Intellectual Property Infringement and does not at any time admit liability or otherwise settle or compromise or attempt to settle or compromise the said claim or action except upon the express instructions of Quill; and

12.2.3 acts in accordance with the reasonable instructions of Quill and gives to Quill such assistance, as it shall reasonably require in respect of the conduct of the said defence including without prejudice to the generality of the foregoing the filing of all pleadings and other court process and the provision of all relevant documents.

12.3 Quill shall reimburse the Customer its reasonable costs properly incurred in complying with the provisions of Condition 12.2.3.

12.4 Quill shall have no liability to the Customer in respect of an Intellectual Property Infringement if and to the extent the same results from:

12.4.1 any breach by the Customer of the Customer's obligations under the Agreement;

12.4.2 the Customer's gross negligence or wilful misconduct;

12.4.3 the combination, linking or incorporation of the Solution with any third-party hardware, software or services; or

12.4.4 where the use of a New Release provided by Quill would avoid or mitigate the claim.

12.5 In the event of an Intellectual Property Infringement, Quill shall be entitled at its own expense and option either to:

12.5.1 procure the right for the Customer to continue using the Solution and/or the Documentation; or

12.5.2 make such alterations, modifications or adjustments to the Solution and/or Documentation so that they become non-infringing without incurring a material diminution in performance or functionality from the Specification; or

12.5.3 replace the Solution and/or Documentation with non-infringing substitutes provided that such substitutes do not entail a material diminution in performance or functionality of the Software from the Specification.

12.6 If Quill in its reasonable judgment is not able to exercise any of the options set out in Condition 12.5 within three months of the date it received notice of the Intellectual Property Infringement, then Quill without prejudice to any other rights or remedies it may have hereunder or at law shall be entitled to terminate the Agreement by 10 days' written notice upon the Customer.

12.7 The Customer shall indemnify Quill against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by Quill arising out of or in connection with any claim by a third party alleging that use of all or any part of the Customer Data infringes any Intellectual Property Rights of such third party.

12.8 The foregoing states the Customer's sole and exclusive rights and remedies and Quill's entire obligations and liability for an Intellectual Property Infringement.

13 Event of Force Majeure

13.1 Quill shall not be deemed to be in breach of the Agreement or otherwise liable to the Customer in any manner whatsoever for any failure or delay in performing its obligations under the Agreement due to an Event of Force Majeure.

13.2 If Quill's performance of its obligations under the Agreement is affected by an Event of Force Majeure:

13.2.1 it shall give written notice to the Customer, specifying the nature and extent of the Event of Force Majeure, within 5 Working Days of becoming aware of the Event of Force Majeure and will at all times use all reasonable endeavours to mitigate the severity of the Event of Force Majeure;

13.2.2 subject to the provisions of Condition 13.3, the date for performance of such obligation shall be deemed suspended only for a period equal to the delay caused by such event;

13.2.3 it shall not be entitled to payment from the Customer in respect of extra costs and expenses incurred by virtue of the Event of Force Majeure.

13.3 If the Event of Force Majeure continues for more than 3 months, either Party may give notice in writing to the other to terminate the Agreement. The notice to terminate must specify the termination date, which must not be less than 15 Working Days after the date on which the notice is given, and once such notice has been validly given, the Agreement will terminate on that termination date.

14 General

14.1 **Waiver.** No failure or delay by a Party to exercise any right or remedy provided under the Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

14.2 **Remedies.** Except as expressly provided for in the Agreement, the rights and remedies provided under the Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

14.3 **Variation.** Except as expressly provided in Agreement, no variation of the Agreement shall be effective unless it is in writing and signed by an authorised representative of each Party.

14.4 **Severance.** If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Condition 14.4 shall not affect the validity and enforceability of the rest of the Agreement.

14.5 **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 to enforce any term of the Agreement.

14.6 **Partnership.** Nothing in the Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any Party the agent of another Party, nor authorise any Party to make or enter into any commitments for or on behalf of any other Party, except as expressly authorised by the Customer or Quill (as the case may be).

14.7 **Entire Agreement.**

14.7.1 The 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.

14.7.2 The Customer acknowledges that in entering into the Agreement it has not relied on any warranty, representation or undertaking (whether made innocently or negligently) which is not contained in or specifically incorporated into the Agreement. The Customer agrees and acknowledges that its only remedy in respect of those representations, statements, assurances or warranties set out in the Agreement will be for breach of Agreement, in accordance with the terms of the Agreement, provided always that nothing in this Condition 14.7.2 shall exclude or limit the liability of Quill for any fraudulent misrepresentation or warranty fraudulently given and upon which the Customer can prove it has placed reliance.

14.8 Notices

14.8.1 Any notice given to a Party under or in connection with the Agreement shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next Working Day delivery service at its registered office (if a company) or its principal place of business (in any other case), sent by email to such email address as the parties may choose from time to time.

14.8.2 Any notice shall be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery;
- (b) if sent by pre-paid first-class post or other next Working Day delivery service, at 9.00 am on the second Working Day after posting or at the time recorded by the delivery service;
- (c) if sent by email, at 9.00 am on the next Working Day after transmission.

14.8.3 This Condition 14.8 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

14.9 **Counterparts.** The Agreement may be executed in any number of counterparts, each of which when taken together shall together constitute one and the same agreement. No counterpart shall be effective until each Party has executed at least one counterpart.

15 Governing Law and Jurisdiction.

15.1 The Agreement and any dispute arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law.

15.2 The Parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Agreement or its subject matter or formation (including non-contractual disputes or claims).

Schedule 1 Definitions https://www.quill.co.uk/schedule_1/

Schedule 2 Cashiering https://www.quill.co.uk/schedule_2/

Schedule 3 Payroll https://www.quill.co.uk/schedule_3/

Schedule 4 Support https://www.quill.co.uk/schedule_4/

Schedule 5 Data Protection https://www.quill.co.uk/schedule_5/

Schedule 6 Training https://www.quill.co.uk/schedule_6/

Schedule 7 TUPE https://www.quill.co.uk/schedule_7/