



Adsum Technologies Ltd

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OpenTax



Pricing



Billed every month From acceptance, until change required	ex £0.00 VAT
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✓ OpenTax

General Terms and Conditions

This Agreement for OpenTax (the "Agreement") is made between:

- A. Adsum Technologies Ltd, a company incorporated in England & Wales with registration number 12471071 and having its registered address at 1 Lyric Square, London W6 0NB (the "Supplier"); and
- B. [REDACTED], a company incorporated in England & Wales with registration number [REDACTED] and having its registered address at [REDACTED] (the "Customer").

1 Definitions and interpretation

- 1.1 The definitions and rules of interpretation set out in the Schedule shall apply to this Agreement.
- 1.2 Any obligation of the Supplier under this Agreement to comply or ensure compliance by any person or the Services with any law shall be limited to compliance only with laws within England & Wales as generally applicable to businesses and to providers of software as a service solutions. Such obligations shall not be construed to create any obligation on the Supplier (or anyone acting on its behalf) or any part of the Services to comply with any laws or regulations which apply solely to specific commercial or other activities (such as insurance, legal advice or banking or other professional services) or which apply solely to a specific commercial or non-commercial sector (or part thereof) (such as the public, legal, accountancy, actuarial, insurance, banking or financial service sectors).

2 Rights of use

- 2.1 Subject to the terms of this Agreement, the Supplier grants the Customer a non-exclusive, non-transferable, personal right to use the Subscribed Service within the relevant during the Subscribed Service Period for the Permitted Purpose.
- 2.2 The Customer acknowledges that access to the Subscribed Services may take up to two Business Days from the date of this Agreement to initially set up and that use of the Subscribed Services is at all times subject to the Customer's compliance with this Agreement and the requirements identified in this Agreement.
- 2.3 The Customer acknowledges that the Services do not include:
- 2.3.1 any services, systems or equipment required to access the internet (and that the Customer is solely responsible for procuring access to the internet and for all costs and expenses in connection with internet access, communications, data transmission and wireless or mobile charges incurred by it in connection with use of the Services);
- 2.3.2 legal, accounting or other professional or regulated services and that, except as expressly stated in this Agreement, no assurance is given that the Services will comply with or satisfy any legal or regulatory obligation of any person.

3 Authorised Users

- 3.1 The Customer shall ensure that only Authorised Users use the Subscribed Services and that such use is at all times in accordance with this Agreement. The Customer shall ensure that Authorised Users are, at all times while they have access to the Subscribed Services, the employees of the Customer.
- 3.2 The Customer shall:
- 3.2.1 be liable for the acts and omissions of the Authorised Users as if they were its own;
- 3.2.2 only provide Authorised Users with access to the Services and shall not provide access to (or permit access by) anyone other than an Authorised User; and
- 3.2.3 procure that each Authorised User is aware of, and complies with, the obligations and restrictions imposed on the Customer under this Agreement, including all obligations and restrictions relating to the Supplier's Confidential Information.
- 3.3 The Customer warrants and represents that it, and all Authorised Users and all others acting on its or their behalf

(including systems administrators) shall, keep confidential and not share with any third party (or with other individuals except those with administration rights at the Customer as necessary for use of the Service) their password or access details for any Subscribed Service.

3.4 The Customer shall (and shall ensure all Authorised Users shall) at all times comply with the provisions of this Agreement.

3.5 If any password has been provided to an individual that is not an Authorised User, the Customer shall, without delay, disable any such passwords and notify the Supplier immediately.

3.6 Clauses 3.2 to 3.5 (inclusive) shall survive termination or expiry of this Agreement.

4 Indemnity

4.1 The Customer shall indemnify, keep indemnified and hold harmless the Supplier (on the Supplier's own behalf on behalf of each of the Supplier's Affiliates) from and against any losses, claims, damages, liability, costs (including legal and other professional fees) and expenses incurred by it (or any of its Affiliates) as a result of the Customer's breach of this Agreement.

4.2 This clause 4 shall survive termination or expiry of this Agreement.

5 Support

5.1 The Customer shall contact the Supplier if there are any problems with the Subscribed Service.

5.2 The Supplier shall use reasonable endeavours to notify the Customer in advance of scheduled maintenance but the Customer acknowledges that it may receive no advance notification for downtime caused by Force Majeure or for other emergency maintenance.

6 Changes to services and terms

6.1 The Supplier may at its absolute discretion make, and notify the Customer of, any updates and/or modifications to the Services.

6.2 The Customer acknowledges that the Supplier shall be entitled to modify the features and functionality of the Services.

7 Fees and Term

7.1 The Subscription Fee shall be paid by the Customer on or prior to the date of this Agreement.

7.2 The term of this Agreement (the "Term") will begin on the date of this Agreement and will automatically renew monthly thereafter.

7.3 The Fees are exclusive of VAT which shall be payable by the Customer at the rate and in the manner prescribed by law.

7.4 Fees payable to the Supplier under this Agreement shall be paid via a method notified by the Supplier to the Customer. 7.5 The Supplier shall have the right to charge interest on overdue invoices at the rate of 0.1% per day on a compounding basis, calculated from the date when payment of the invoice becomes due for payment up to and including the date of actual payment whether before or after judgment.

7.6 To the extent this Agreement terminates or expires prior to the end of a Subscribed Service Period, the Customer shall not be entitled to any refund or discount of Fees paid for any parts of any month during which the Services cease to be provided.

8 Warranties

8.1 Subject to the remainder of this clause 8, the Supplier warrants that:

8.1.1 the Subscribed Service shall operate materially in accordance with its Description when used in accordance with this

Agreement under normal use and normal circumstances during the relevant Subscribed Service Period; and

8.1.2 it shall provide the Services with reasonable care and skill.

8.2 The Services may be subject to delays, interruptions, errors or other problems resulting from use of the internet or public electronic communications networks used by the parties or third parties. The Customer acknowledges that such risks are inherent in cloud services and that the Supplier shall have no liability for any such delays, interruptions, errors or other problems.

- 8.3 If there is a breach of any warranty in clause 8.1 the Supplier shall use reasonable endeavours to repair or replace the impacted Services within a reasonable time. To the maximum extent permitted by law, this clause 8.3 sets out the Customer's sole and exclusive remedy (however arising, whether in contract, negligence or otherwise) for any breach of any of the warranties in clause 8.1.
- 8.4 The warranties in clause 8.1 are subject to the limitations set out in clause 16 and shall not apply to the extent that any error in the Services arises as a result of:
- 8.4.1 incorrect operation or use of the Services by the Customer or any Authorised User;
 - 8.4.2 use of any of the Services other than for the purposes for which it is intended;
 - 8.4.3 any act by any third party (including hacking or the introduction of any virus or malicious code);
 - 8.4.4 any modification of Services (other than that undertaken by the Supplier or at its direction); or
 - 8.4.5 any breach of this Agreement by the Customer (or by any Authorised User).
- 8.5 The Customer acknowledges that no liability or obligation is accepted by the Supplier (howsoever arising whether under contract, tort, in negligence or otherwise):
- 8.5.1 that the Subscribed Services shall meet the Customer's individual needs, whether or not such needs have been communicated to the Supplier;
 - 8.5.2 that the operation of the Subscribed Services shall not be subject to minor errors or defects; or
 - 8.5.3 that the Subscribed Services shall be compatible with any other software or service or with any hardware or equipment. 8.6 Other than as set out in this clause 8, and subject to clause 16.5, all warranties, conditions, terms, undertakings or obligations whether express or implied by statute, common law or otherwise and including any implied terms relating to quality, fitness for any particular purpose or ability to achieve a particular result are excluded to the extent permitted by law.

9 Customer's responsibilities

- 9.1 The Customer shall (and shall ensure all Authorised Users shall) at all times comply with all applicable laws relating to the use or receipt of the Services, including laws relating to privacy, data protection and use of systems and communications.
- 9.2 The Customer represents and warrants that it has the consent of each Subject to use their Government Gateway data to enable the functioning of the Services as set out in the Description.

10 Intellectual property

10.1 All Intellectual Property Rights in and to the Services (including in all Applications, Documentation and all Supplier Provided Materials) belong to and shall remain vested in the Supplier or the relevant third party owner. To the extent that the Customer, any of its Affiliates or any person acting on its or their behalf acquires any Intellectual Property Rights in the Applications, Documentation, Supplier Provided Materials or any other part of the Services, the Customer shall assign or procure the assignment of such Intellectual Property Rights with full title guarantee (including by way of present assignment of future Intellectual Property Rights) to the Supplier or such third party as the Supplier may elect. The Customer shall execute all such documents and do such things as the Supplier may consider necessary to give effect to this clause 10.1.

- 10.2 The Supplier has no obligation to deliver any copies of any software to the Customer in connection with this Agreement or the Services.
- 10.3 The Customer and Authorised Users may be able to store or transmit Customer Data using one or more Subscribed Service and the Subscribed Services may interact with Customer Systems. The Customer hereby grants a royalty-free, nontransferable, non-exclusive licence for the Supplier (and each of its direct and indirect sub-contractors) to use, copy and otherwise utilise the Customer Data and Customer Systems to the extent necessary to perform or provide the Services or to exercise or perform the Supplier's rights, remedies and obligations under this Agreement.
- 10.4 The Supplier may use any feedback and suggestions for improvement relating to the Services provided by the Customer or any Authorised User without charge or limitation (Feedback). The Customer hereby assigns (or shall procure the assignment of) all Intellectual Property Rights in the Feedback with full title guarantee (including by way of present assignment of future Intellectual Property Rights) to the Supplier at the time such Feedback is first provided to the Supplier.

- 10.5 The Customer hereby waives (and shall ensure all relevant third parties have waived) all rights to be identified as the author of any work, to object to derogatory treatment of that work and all other moral rights in the Intellectual Property Rights assigned to the Supplier under this Agreement.
- 10.6 Except for the rights expressly granted in this Agreement, the Customer, any Authorised User, any Customer Affiliate and their direct and indirect sub-contractors, shall not acquire in any way any title, rights of ownership, or Intellectual Property Rights of whatever nature in the Services (or any part including the Applications or Documentation) and no Intellectual Property Rights of either party are transferred or licensed as a result of this Agreement.
- 10.7 This clause 10 shall survive the termination or expiry of this Agreement.

11 Customer Systems and Customer Data

- 11.1 Customer Data shall at all times remain the property of the each relevant Subject.
- 11.2 Except to the extent the Supplier has direct obligations under data protection laws, the Customer acknowledges that the Supplier has no control over any Customer Data hosted as part of the provision of the Services.
- 11.3 Except as otherwise expressly agreed in this Agreement, the Supplier shall not be obliged to provide the Customer with any assistance extracting, transferring or recovering any data whether during or after the Service Period.
- 11.4 The Supplier routinely undertakes regular backups of the Subscribed Services (which may include Customer Data) for its own business continuity purposes. The Customer acknowledges that such steps do not in any way make the Supplier responsible for ensuring the Customer Data does not become inaccessible, damaged or corrupted. To the maximum extent permitted by applicable law, the Supplier shall not be responsible (under any legal theory, including in negligence) for any loss of availability of, or corruption or damage to, any Customer Data.
- 11.5 Upon the termination or expiration of this Agreement, the Customer shall instruct the Supplier in writing to securely dispose of Customer Data processed in relation to the Services (or any part) which have ended (and all existing copies of it) except to the extent that any applicable laws of the United Kingdom requires the Supplier to store such Customer Data. The Supplier shall have no liability (howsoever arising, including in negligence) for any deletion or destruction of any such Customer Data undertaken in accordance with this Agreement.

12 Confidentiality and security of Customer Data

- 12.1 The Supplier shall maintain the confidentiality of the Customer Data and shall not without the prior written consent of the Customer or in accordance with this Agreement, disclose or copy the Customer Data other than as necessary for the performance of the Services or its express rights and obligations under this Agreement.
- 12.2 The Supplier shall implement technical and organisational security measures in accordance with the Information Security Addendum.
- 12.3 The Supplier:
 - 12.3.1 undertakes to disclose the Customer Data only to those of its officers, employees, agents, contractors and direct and indirect sub-contractors to whom, and to the extent to which, such disclosure is necessary for the purposes contemplated under this Agreement or as otherwise reasonably necessary for the provision or receipt of the Services, and
 - 12.3.2 shall be responsible to the Customer for any acts or omissions of any of the persons referred to in clause 12.3.1 in respect of the confidentiality and security of the Customer Data as if they were the Supplier's own.
- 12.4 The provisions of this clause 12 shall not apply to information which:
 - 12.4.1 is or comes into the public domain through no fault of the Supplier, its officers, employees, agents or contractors;
 - 12.4.2 is lawfully received by the Supplier from a third party free of any obligation of confidence at the time of its disclosure; 12.4.3 is required by law, by court or governmental or regulatory order to be disclosed, provided that clauses 12.4.1 to 1.1.1 (inclusive) shall not apply to Protected Data.
- 12.5 This clause 12 shall survive the termination or expiry of this Agreement for a period of two years.
- 12.6 To the extent any Customer Data is Protected Data, the Supplier shall ensure that such Customer Data may be disclosed or used only to the extent such disclosure or use does not conflict with any of the Supplier's obligations under the Data Protection Addendum. Clauses 12.1 to 12.5 (inclusive) are subject to this clause 12.6.

13 Supplier's Confidential Information

- 13.1 The Customer shall maintain the confidentiality of the Supplier's Confidential Information and shall not without the prior written consent of the Supplier, disclose, copy or modify the Supplier's Confidential Information (or permit others to do so) other than as necessary for the performance of its express rights and obligations under this Agreement.
- 13.2 The Customer undertakes to:
 - 13.2.1 disclose the Supplier's Confidential Information only to those of its officers, employees, agents and contractors to whom, and to the extent to which, such disclosure is necessary for the purposes contemplated under this Agreement; 13.2.2 procure that such persons are made aware of and agree in writing to observe the obligations in this clause 13; and
 - 13.2.3 be responsible for the acts and omissions of those third parties referred to in this clause 13.2 as if they were the Customer's own acts or omissions.
- 13.3 The Customer shall give notice to the Supplier of any unauthorised use, disclosure, theft or loss of the Supplier's Confidential Information immediately upon becoming aware of the same.
- 13.4 The provisions of this clause 13 shall not apply to information which:
 - 13.4.1 is or comes into the public domain through no fault of the Customer, its officers, employees, agents or contractors;
 - 13.4.2 is lawfully received by the Customer from a third party free of any obligation of confidence at the time of its disclosure;
 - 13.4.3 is independently developed by the Customer, without access to or use of the Supplier's Confidential Information; or 13.4.4 is required by law, by court or governmental or regulatory order to be disclosed provided that the Customer, where possible, notifies the Supplier at the earliest opportunity before making any disclosure.
- 13.5 This clause 13 shall survive the termination or expiry of this Agreement for a period of five years.

14 Monitoring

The Supplier may monitor, collect, store and use information on the use and performance of the Services (including Customer Data) to detect threats or errors to the Services and/or Supplier's operations and for the purposes of the further development and improvement of the Supplier's services, provided that such activities at all times comply with the Privacy Policy and Data Protection Addendum.

15 Relief

To the maximum extent permitted by law, the Supplier shall not be liable (under any legal theory, including negligence) for any breach, delay or default in the performance of this Agreement to the extent the same (or the circumstances giving rise to the same) arises or was contributed to by any Relief Event.

16 Limitation of liability

- 16.1 The extent of the Supplier's liability under or in connection with this Agreement (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation or under any indemnity) shall be as set out in this clause 16.
- 16.2 Subject to clause 16.5, the Supplier's total aggregate liability howsoever arising under or in connection with this Agreement shall not exceed the greater of:
 - 16.2.1 an amount equal to the Fees for all Services paid to the Supplier in the 12-month period immediately preceding the first incident giving rise to any claim under this Agreement; or
 - 16.2.2 an amount equal to 12 times the Fees due or paid to the Supplier for the Services provided in, or equivalent to, the first month of the Service Period.
- 16.3 Subject to clause 16.5, the Supplier shall not be liable for consequential, indirect or special losses.
- 16.4 Subject to clause 16.5, the Supplier shall not be liable for any of the following (whether direct or indirect):
 - 16.4.1 loss of profit;
 - 16.4.2 destruction, loss of use or corruption of data;
 - 16.4.3 loss or corruption of software or systems;

- 16.4.4 loss or damage to equipment;
 - 16.4.5 loss of use;
 - 16.4.6 loss of production;
 - 16.4.7 loss of contract;
 - 16.4.8 loss of commercial opportunity;
 - 16.4.9 loss of savings, discount or rebate (whether actual or anticipated); and
 - 16.4.10 harm to reputation or loss of goodwill.
- 16.5 Notwithstanding any other provision of this Agreement, the Supplier's liability shall not be limited in any way in respect of the following:
- 16.5.1 death or personal injury caused by negligence;
 - 16.5.2 fraud or fraudulent misrepresentation; or
 - 16.5.3 any other losses which cannot be excluded or limited by applicable law.
- 16.6 This clause 16 shall survive the termination or expiry of this Agreement.

17 Suspension

- 17.1 The Supplier may suspend access to the Services (or any part) to all or some of the Authorised Users if:
- 17.1.1 the Supplier suspects that there has been any misuse of the Services or breach of this Agreement;
 - 17.1.2 the Customer fails to pay any sums due to the Supplier by the due date for payment; or
 - 17.1.3 required by law, by court or governmental or regulatory order.
- 17.2 Where the reason for the suspension is suspected misuse of the Services or breach of this Agreement, without prejudice to its rights under clause 19, the Supplier will take steps to investigate the issue and may restore or continue to suspend access at its discretion.
- 17.3 In relation to suspensions under clause 17.1.2, access to the Services will be restored promptly after the Supplier receives payment in full and cleared funds.
- 17.4 Fees shall remain payable during any period of suspension notwithstanding that the Customer or some or all of the Authorised Users may not have access to the Services.

18 Renewals

- 18.1 The Subscribed Service Period commencing on the date of this Agreement shall continue and automatically renew monthly (Renewal Date) thereafter.
- 18.2 If either party wishes for the Subscribed Service Period to expire on the next Renewal Date, it may cause the Subscribed Service to expire on that Renewal Date by notice provided such notice is served at least 14 days prior to that Renewal Date. If notice is not served within the timeframes set out in this clause 18.2, the Subscribed Service shall renew at the next Renewal Date in accordance with clause 18.1.

19 Term and termination

- 19.1 This Agreement shall come into force on and the date stated at the front of the Agreement, unless terminated earlier in accordance with its terms, shall continue for the duration of the Service Period after which it shall automatically expire.
- 19.2 Either party may terminate this Agreement or the provision of any of the Subscribed Services for convenience on not less than 14 days' prior written notice to the other.
- 19.3 Either party may terminate this Agreement immediately at any time by giving notice in writing to the other party if:
- 19.3.1 the other party commits a material breach of this Agreement and such breach is not remediable;
 - 19.3.2 the other party commits a material breach of this Agreement which is not remedied within 20 Business Days of receiving written notice of such breach; or
 - 19.3.3 the other party has failed to pay any amount due under this Agreement on the due date and such amount remains unpaid for 5 Business Days thereafter.
- 19.4 Any breach by the Customer of the Acceptable Use Policy or of clauses 3 or 10 shall be deemed a material breach of this Agreement which is not remediable.

20 Consequences of termination

20.1 Immediately on termination or expiry of this Agreement (for any reason), the rights granted by the Supplier under this Agreement shall terminate and the Customer shall (and shall procure that each Authorised User shall) stop using the Services. 20.2 Termination or expiry of this Agreement shall not affect any accrued rights and liabilities of either party at any time up to the date of termination or expiry and shall not affect any provision of this Agreement that is expressly or by implication intended to continue beyond termination.

21 Entire agreement

- 21.1 This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements, understandings and arrangements between them in respect of its subject matter, whether in writing or oral.
- 21.2 Each party acknowledges that it has not entered into this Agreement in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in this Agreement.
- 21.3 Nothing in this Agreement shall limit or exclude any liability for fraud.

22 Notices

- 22.1 Any notice or other communication given by a party under this Agreement shall be:
 - 22.1.1 in writing and in English;
 - 22.1.2 signed by, or on behalf of, the party giving it (except for those sent by email); and
 - 22.1.3 sent to the relevant party in accordance with the details set out in clause 22.3.
- 22.2 Notices may be given, and are deemed received:
 - 22.2.1 by hand: on receipt of a signature at the time of delivery;
 - 22.2.2 by Royal Mail Recorded Signed For post: at 1.00 pm on the first Business Day after posting;
 - 22.2.3 by email: on receipt of a delivery receipt from the correct address.
- 22.3 Notices and other communications shall be sent to:
 - 22.3.1 in the case of those to the Supplier, to:

Adsum Technologies Ltd 1 Lyric Square, London W6 0NB c/o Legal Department legal@adsum-works.com;
and copied to the relevant officer who was responsible for on-boarding the Customer to the Services.

- 22.3.2 in the case of those to the Customer, to:

[REDACTED]

c/o Adsum opentax@adsum-works.com

22.4 This clause does not apply to notices given in legal proceedings or arbitration.

23 Variation

- 23.1 No variation of this Agreement shall be valid or effective unless it is made in writing, refers to this Agreement and is duly signed or executed by, or on behalf of, each party.

24 Assignment and subcontracting

- 24.1 Except as expressly provided in this Agreement, the Supplier may at any time assign, sub-contract, sub-licence (including by multi-tier), transfer, mortgage, charge, declare a trust of or deal in any other manner with any or all of its rights or obligations under this Agreement.
- 24.2 Except as expressly permitted by this Agreement, the Customer shall not assign, transfer, sub-contract, sub-licence, mortgage, charge, declare a trust of or deal in any other manner with any or all of its rights or obligations under this Agreement (including the licence rights granted), in whole or in part, without the Supplier's prior written consent.

25 Set off

Each party shall pay all sums that it owes to the other party under this Agreement without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.

26 No partnership or agency

The parties are independent and are not partners or principal and agent and this Agreement does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. Neither party shall have, nor shall represent that it has, any authority to make any commitments on the other party's behalf.

27 Severance

- 27.1 If any provision of this Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of this Agreement shall not be affected.
- 27.2 If any provision of this Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification, the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision.

28 Waiver

- 28.1 No failure, delay or omission by either party in exercising any right, power or remedy provided by law or under this Agreement shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.
- 28.2 No single or partial exercise of any right, power or remedy provided by law or under this Agreement shall prevent any future exercise of it or the exercise of any other right, power or remedy.
- 28.3 A waiver of any term, provision, condition or breach of this Agreement shall only be effective if given in writing and signed by the waiving party, and then only in the instance and for the purpose for which it is given.

29 Costs and expenses

Each party shall pay its own costs and expenses incurred in connection with the negotiation, preparation, signature and performance of this Agreement (and any documents referred to in it).

30 Third party rights

A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its provisions.

31 Authority

Each party represents and warrants to the other that it has the right, power and authority to enter into this Agreement and grant to the other the rights (if any) contemplated in this Agreement and to perform its obligations under this Agreement.

32 Governing law

This Agreement and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including noncontractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

33 Jurisdiction

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

THE SCHEDULE

DEFINITIONS AND INTERPRETATION

1 In this Agreement:

Addendums means each of the following:

- (a) the addendum identifying certain respective rights and obligations of the parties' in respect of personal data and privacy under this Agreement (as updated from time to time), which as at Order Acceptance is the latest version available at [Insert URL] (the Data Protection Addendum); and
- (b) the addendum identifying certain of the parties' respective rights and obligations in respect of security under this Agreement (as updated from time to time), which as at Order Acceptance is the latest version available at [Insert URL] (the Information Security Addendum);

Affiliate means, in respect of any entity, any entity that directly or indirectly controls, is controlled by or is under common control with that entity within the meaning set out in section 1124 of the Corporation Tax Act 2010;

Applications means the software or applications used by or on behalf of the Supplier to provide the Subscribed Services; **Authorised Users** means, in respect of the relevant Subscribed Service, the named users authorised by the Customer to use that Subscribed Service in accordance with the terms of this Agreement;

Business Day means a day other than a Saturday, Sunday or bank or public holiday in England;

Customer Data means all data (in any form) that is provided to the Supplier or uploaded or hosted on the Subscribed Service by the Customer or by any Authorised User (but excluding Feedback as defined in clause 10.4);

Customer Systems means all software and systems used by or on behalf of the Customer, the Customer's Affiliates, any of its or their direct or indirect sub-contractors, or any Authorised User in connection with the provision or receipt any of the Services or that the Services otherwise, link, inter-operate or interface with or utilise (in each case whether directly or indirectly);

Description means the provision by the Supplier of OpenTax which monitors the following data:

- (a) payments made by the Subject to HMRC and the balance owed by the Subject to HMRC;
- (b) payments made to the Subject by HMRC, including any allocation to the Subject's outstanding taxes or bills for up to 100 Subjects (with additional fee payable for each additional Subject);

Fees means the Subscription Fees together with any other amounts payable to the Supplier under this Agreement; **Force Majeure** means an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations under this Agreement (provided that an inability to pay is not Force Majeure), including any matters relating to transfer of data over public communications networks and any delays or problems associated with any such networks or with the internet;

Government Gateway means the Making Tax Digital (MTD) VAT online services account for each Subject;

HMRC means HM Revenue and Services;

Intellectual Property Rights means any and all copyright, rights in inventions, patents, know-how, trade secrets, trade marks and trade names, service marks, design rights, rights in get-up, database rights and rights in data, semiconductor chip topography rights, utility models, domain names and all similar rights and, in each case:

- (a) whether registered or not;
- (b) including any applications to protect or register such rights;
- (c) including all renewals and extensions of such rights or applications;
- (d) whether vested, contingent or future; and
- (e) wherever existing;

Materials means all services, data, information, content, Intellectual Property Rights, websites, software and other materials provided by or on behalf of the Supplier in connection with the Services, but excluding all Customer Data;

Non-Supplier Materials means Materials provided, controlled or owned by or on behalf of a third party the use of which is subject to a separate agreement or licence between the Customer and the relevant third party (including such Non-Supplier Materials which may be linked to, interact with or used by the Services) and all other Materials expressly identified as NonSupplier Materials in this Agreement;

OpenTax means the dashboard provided at <https://portal.adsum-works.com/portal/v2/open-tax>;

Permitted Purpose means use solely for the Customer's internal business operations in accordance with the applicable Documentation and this Agreement. Permitted Purpose expressly excludes any of the following to the maximum extent permitted by law:

(a) copying, reproducing, publishing, distributing, redistributing, broadcasting, transmitting, modifying, adapting, editing, abstracting, storing, archiving, displaying publicly or to third parties, selling, licensing, leasing, renting, assigning, transferring, disclosing (in each case whether or not for charge) or in any way commercially exploiting any part of any Subscribed Service or

Documentation;

(b) permitting any use of any Subscribed Service or Documentation in any manner by any third party (including permitting use in connection with any timesharing or service bureau, outsourced or similar service to third parties or making any Subscribed Service or Documentation (or any part) available to any third party or allowing or permitting a third party to do any of the foregoing);

(c) combining, merging or otherwise permitting any Subscribed Service (or any part of it or any Application) to become incorporated in any other program or service, or arranging or creating derivative works based on it (in whole or in part); or (d) attempting to reverse engineer, observe, study or test the functioning of or decompile the Applications or the Services (or any part), except as expressly permitted under this Agreement.

Policies means each of the following:

(a) the Supplier's policy on acceptable use of the Services (as updated from time to time), which as at Order Acceptance is the latest version available at [Insert URL] (the Acceptable Use Policy); and

(b) the Supplier's privacy policy in relation to the Services (as updated from time to time), which as at Order Acceptance is the latest version available at [Insert URL] (the Privacy Policy);

Pricing Terms means the details of pricing and fees in respect of the Services as set out in clause 7; **Protected**

Data has the meaning given in the Data Protection Addendum; **Relief Event** means:

(a) any breach of this Agreement by the Customer; or (b)

any Force Majeure;

Renewal Date has the meaning given in clause 18.1;

Service Period means the period from and including the date of this Agreement to but excluding the first Renewal Date, and subsequent annual periods thereafter (as relevant);

Services means the Subscribed Services and the Support Services;

Subject means each client of the Customer whose Government Gateway data is being populated and tracked on OpenTax;

Subscribed Service Period means the 1 month period from and including the date of this Agreement to but excluding the first Renewal Date, and subsequent periods of 1 month thereafter until the termination or expiration of this Agreement;

Subscribed Service means the provision of the OpenTax in line with the Description;

Subscription Fee means, in respect of the Subscribed Service, [] + VAT for the initial Service Period commencing on the date of this Agreement, which may be subject to increase on a Renewal Date and/or if additional Subjects are added;

Supplier Provided Materials means all of the Materials provided or made available by or on behalf of the Supplier, but excluding all Customer Data and all Non-Supplier Materials;

Supplier's Confidential Information means all information (whether in oral, written or electronic form) relating to the Supplier's business including information relating to the Supplier's technology, know-how, Intellectual Property Rights, assets, finances, strategy, products and customers. All information relating to the Pricing Terms, the Description and any other technical or operational specifications or data relating to the Subscribed Service shall be part of the Supplier's Confidential Information;

Support Services means the support services provided on OpenTax, such as customer support number and chatbot; **VAT** means United Kingdom value added tax, any other tax imposed in substitution for it.

2 In this Agreement, unless otherwise stated:

2.1 the table of contents, background section and the clause, paragraph, schedule or other headings in this Agreement are included for convenience only and shall have no effect on interpretation;

2.2 the Supplier and the Customer are together the parties and each a party, and a reference to a party includes that party's successors and permitted assigns;

2.3 words in the singular include the plural and vice versa;

2.4 any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;

2.5 a reference to 'writing' or 'written' includes any method of reproducing words in a legible and non-transitory form (including email);

2.6 a reference to legislation is a reference to that legislation as amended, extended, re-enacted or consolidated from time to time and a reference to legislation includes all subordinate legislation made from time to time under that legislation; and

- 2.7 a reference to any English action, remedy, method of judicial proceeding, court, official, legal document, legal status, legal doctrine, legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include a reference to that which most nearly approximates to the English equivalent in that jurisdiction.



Agreement Summary

Sender	Adsum Technologies Ltd
Sent Date	
Recipient	
Effective Start Date	On Acceptance
Payment Authority	None
Payment Method	None
Document ID	
Status	Draft