

PLEASE READ THE BELOW WHICH FORM PART OF THE AGREEMENT BETWEEN QMS INTERNATIONAL AND YOUR ORGANISATION

QMS Connect Terms & Conditions

- 1) At the point of booking the gap-analysis visit, QMS will set up a client account and send login details to the Client system administrator via automated email. The Client will be responsible for:-
 - a) Ensuring that it has one system administrator who will be familiar with the use of QMS Connect and will be the point of contact for all permitted users of the Client.
 - b) Providing QMS with the details of any changes to the Client's system administrator's contact details without undue delay.
 - c) Providing the telecommunications, network services and correctly configured hardware and other equipment needed to access QMS Connect.
 - d) Not using QMS Connect in a way which a) is prohibited by law or regulation, b) is fraudulent or has fraudulent purpose or effect, c) in any way which violates the rights of any other person or to harass, upset, embarrass, alarm or annoy other person, d) in any way which is not consistent with the purposes for which we are providing you with access, or e) to upload or input any information or materials which infringe copyright, database right, trademark or other intellectual property rights of any other person.
 - e) QMS may remove any information or material which is uploaded by the Client if, in QMS' opinion, such information or material does not comply with our Acceptable Use Policy.
- 2) The Client should ensure that:-
 - a) Their IT systems are protected with regularly updated and industry standard Anti-Virus software and that appropriate hardware protection, backup procedures and firewalls are in place commensurate with the nature of the data being stored and the risk of loss or damage.
 - b) Administrators and users have a unique user ID to monitor access and prevent unauthorised access to records held within QMS Connect.
 - c) Ensure that Personal Data (including Special Categories of Personal Data) is not stored within QMS Connect and wherever this is unavoidable, redact all evidence that is stored within QMS Connect when it is uploaded. The Client accepts all responsibility for Personal Data stored within QMS Connect.
 - d) There is a suitably robust password policy and protocol in place to prevent unauthorised access to QMS Connect. This policy should include requirements for password strength and change protocols and a prohibition for the sharing of passwords or the use of another user's login or password.
 - e) There are policies and supporting documentation in place to ensure the security and integrity of information stored electronically.
 - f) A risk assessment has been carried out and is regularly reviewed to ensure that the security arrangements in place are proportionate to the needs of the business and the perceived risk of loss or destruction of Client Data within QMS Connect.
 - g) QMS retain the right to disable access to QMS Connect at any time if we have reason to believe that the Client's login details have been compromised in any way.
- 3) Occasionally, QMS may:-
 - a) Change the technical specification of QMS Connect for operational reasons, provided that any change to the technical specification does not materially reduce the performance of QMS Connect.
 - b) Give the Client instructions which it reasonably believes are necessary for reasons of health, safety or quality of any service provided by QMS to the Client or any other client and the Client shall comply with such instructions.
 - c) Suspend QMS Connect for operational reasons such as repair, maintenance or improvement or because of an emergency. QMS will give the Client as much written or oral notice as practicable and QMS Connect will be restored as soon as possible.
- 4) Although QMS aims to provide an uninterrupted Service, due to QMS' reliance on third-party suppliers and telecommunications services over whom QMS has no direct control, from time to time faults or interruptions in QMS

Connect may occur. In the event that such a fault does occur, QMS will endeavour to repair the fault in accordance with any service levels as soon as circumstances allow.

- 5) The Client must not attempt to gain unauthorised access to, harm or disrupt QMS' systems. The Client must not attack QMS Connect or QMS' systems via a denial-of-service attack or distributed denial-of-service attack.
- 6) The Client must not knowingly introduce any viruses, trojans, worms, logic bombs or other material which is malicious or may be technologically harmful to QMS Connect, QMS' systems or the systems of QMS' suppliers (including the servers on which we host QMS Connect, any other servers or any services, networks, devices, accounts, data, computers, or databases whether connected to QMS Connect or otherwise).
- 7) Whilst we will use reasonable endeavours to prevent it, we do not guarantee that QMS Connect will be 100% secure from viruses, trojans, worms, logic bombs or other material which is malicious or may be technologically harmful to the Client's systems.
- 8) All pre-existing Intellectual Property Rights of the Client will remain with the Client and will not be transferred to QMS as part of this Contract.
- 9) All Intellectual Property Rights and/or relating to QMS Connect shall remain the property of QMS. The Client shall acquire no rights in QMS Connect other than the right to use QMS Connect in accordance with the terms of this Contract.
- 10) The Client will remain as the owner of Intellectual Property in any information that is uploaded or input into QMS Connect.
- 11) The Client will be permitted to add their logos to QMS Connect so that they print on documentation; however, the Client shall acquire no rights in QMS Connect other than the right to use QMS Connect in accordance with the terms of this Contract.
- 12) The Client shall not remove or tamper with any copyright notice attached to any Output Data or any other materials supplied pursuant to this Contract. The provisions of this clause will continue to operate after the termination of this Contract.
- 13) Save to the extent permitted by law, the Client shall not modify, merge or combine with any other software or documentation or reverse engineer or decompile the whole or any part of QMS Connect or Output Data.
- 14) The Client may use the content and materials available in QMS Connect for its own business purposes, but the Client must not provide any or part of this content to any third party without QMS' permission.
- 15) The Client may not link to QMS Connect from any other site.

PLEASE READ THESE TERMS OF USE (“TERMS OF USE”) CAREFULLY BEFORE USING THE PLATFORM. THESE TERMS OF USE APPLY TO ANY USE OF THE QMS CONNECT PLATFORM BY ANY USERS GRANTED ACCESS BY YOUR ORGANISATION AND FORM PART OF THE AGREEMENT BETWEEN QMS INTERNATIONAL AND YOUR ORGANISATION.

QMS Connect Terms of Use

Agreed terms

1) Interpretation

The following definitions and rules of interpretation in this clause apply in these Terms of Use.

Authorised Users: Refers to your employees who are authorised by you to use the Software Services, as further described in clause 2a

Data: The data or information, in whatever form (including images, still and moving, and sound recordings), the provision of which comprises the Software Services (wholly or in part).

Derived Data: Any Data (wholly or in part) Manipulated to such a degree that it:

- a) cannot be identified as originating or deriving directly from the Data or the Software Services and cannot be reverse engineered in order for it to be so identified; and
- b) is not capable of use substantially as a substitute for the Data or the Software Services.

Harmful Materials: Material that is:

- I. is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
- II. facilitates illegal activity;
- III. depicts sexually explicit images;
- IV. promotes unlawful violence;
- V. is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
- VI. is otherwise illegal or causes damage or injury to any person or property;

Initial Subscription Term: The initial subscription term for the Software Services as set out in the Client Agreement.

Manipulate: To combine or aggregate the Data (wholly or in part) with other data or information or to adapt the Data (wholly or in part).

Manipulated Data: Any Data which has been Manipulated. Manipulated Data includes any Derived Data.

Normal Business Hours: The period from 09:00 to 17:30 (UK time) on any day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Sites: The list of your sites or departments set out in the relevant Client Agreement.

Software Services: Access to our online platform services as more particularly described in the relevant Client Agreement (and includes a reference to any software forming or made available as part of such online platform services).

Annual Fees: The annual fees payable by you to us as set out in these Terms of Use and the relevant Client Agreement.

Subscription Term: The Initial Subscription Term together with any subsequent renewal periods.

Terms and Conditions: The terms and conditions which apply to the Contract which you have entered into with us in relation to, amongst other things, the provision of the Software Services.

User Subscriptions: Where applicable, the user subscriptions you have purchased or been granted from time to time which entitle your Authorised Users to access and use the Software Services in accordance with these Terms of Use.

Virus: Anything or any 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: A 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. The term Vulnerabilities shall be construed accordingly.

Your Data: The data inputted by you, Authorised Users, or us on your behalf for the purpose of using the Software Services or facilitating your use of the Software Services.

Unless otherwise specified, terms defined in the Terms and Conditions have the same meaning when used in these Terms of Use.

2) User subscriptions

- a) Subject to payment of the charges in accordance with the terms of the Contract, we grant you a non-exclusive, non-transferable right, without the right to grant sublicences, to permit your Authorised Users to use the Software Services during the Subscription Term solely for your internal business operations at the Sites.
- b) You shall not allow any person other than your Authorised Users to access and use the Software Services. You are responsible and liable for the acts and omissions of your Authorised Users and you shall ensure that they comply with the provisions of these Terms of Use and the Contract. In particular, you shall ensure that the Authorised Users comply with the provisions of clauses 2c, 2e to 2h (inclusive), 3, and 4b.
- c) In relation to the Authorised Users, you shall ensure that:
 - I. the maximum number of Authorised Users that you authorise to access and use the Software Services shall not exceed the number of User Subscriptions you have purchased or been granted from time to time;
 - II. you will not allow or permit any User Subscription to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the Software Services;
 - III. each Authorised User shall keep a secure password for their use of the Software Services, and each Authorised User shall keep their password confidential;
 - IV. you shall permit us or our designated auditor to audit your use of the Software Services in order to establish the name and password of each Authorised User, and our data processing facilities to audit compliance with these Terms of Use. Each such audit may be conducted no more than once per quarter, at our expense, and this right shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with your normal conduct of business; and
 - V. if any of the audits referred to in clause 2c(iv) reveal that any password has been provided to any individual who is not an Authorised User, then without prejudice to our other rights, we may promptly disable such passwords and we shall not issue any new passwords to any such individual.
- d) If any of the audits referred to in clause 2c(iv) reveal that you have:
 - I. underpaid Annual Fees to usthen without prejudice to our other rights, you shall pay to us an amount equal to such underpayment as calculated in accordance with the prices set out in the Client Agreement within 30 business days of the date of the relevant audit.
- e) Subject to clause 2j, you shall not, and shall ensure that none of your Authorised Users shall, access, store, distribute or transmit any Viruses, or any Harmful Material during the course of your use of the Software Services and we reserve the right to disable your and any Authorised User's access to any material that breaches the provisions of this clause.
- f) Unless permitted to do so by law, you shall not and you shall ensure that none of your Authorised Users shall, do or attempt to do any of the following:
 - I. copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software Services (including any associated documentation) in any form or media or by any means, or attempt to do so;
 - II. decompile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software Services;
 - III. access all or any part of the Software Services (including any associated documentation) in order to build a product or service which competes with the Software Services;
 - IV. use the Software Services to provide services to third parties;
 - V. license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit or make the Software Services available to any third party except the Authorised Users;

- VI. obtain, or assist third parties in obtaining, access to the Software Services, other than as provided under this clause 2; or
 - VII. introduce or permit the introduction of any Virus or Vulnerability into our network and information systems.
- g) You and each Authorised User shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Software Services and, in the event of any such unauthorised access or use, promptly notify us.
 - h) If you or any Authorised User become aware of any misuse of any of our data or materials, or any security breach in connection with the Software Services that could compromise the security or integrity of our data or materials, or if you or any Authorised User learn or suspect that any security feature has been revealed to or obtained by any unauthorised person, you or any Authorised User shall promptly notify us and fully co-operate with us to remedy the issue as soon as reasonably practicable.
 - i) Your rights to use the Software Services are only granted to you and not to any of your group companies.
 - j) You shall not be deemed to be in breach of clause 2e if any Harmful Materials are accessed, stored, distributed or transmitted during the course of and to the extent that this is necessary for your receipt and use of the Services as a result of or in relation to your receipt and use of our HR Services.

3) Software Services

- a) We shall, during the Subscription Term, provide the Software Services to you on and subject to the terms of these Terms of Use and the Contract.
- b) We shall use reasonable endeavours to make the Software Services available 24 hours a day, seven days a week, except for:
 - I. planned maintenance performed outside of Normal Business Hours; and
 - II. unscheduled maintenance in which case we shall (where reasonably practicable) give you at least six hours' notice in advance, unless there is an emergency which cannot be notified in advance.
- c) We will, as part of the Software Services, provide you with our standard customer support services during Normal Business Hours.

4) Your data

- a) You shall own all rights, titles and interests in all of Your Data that is personal data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of Your Data.
- b) Clause 2 of the Terms and Conditions will apply to these Terms of Use and will govern our respective obligations in accordance with applicable law in respect of data protection.

5) Our obligations

- a) Subject to Clause 6 of the Terms and Conditions, we will not be liable to you (whether in contract or tort, including negligence), for breach of statutory duty or otherwise (howsoever arising) for any failure to comply with the Contract to the extent that this is caused by use of the Software Services contrary to our instructions, or modification or alteration of the Software Services by any other party. If the Software Services do not conform with Clauses 3a and 3b of these Terms of Use, or Clause 2(e) of the Terms and Conditions, we will use all reasonable endeavours to correct any such non-conformance promptly or provide you with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes your sole and exclusive remedy for any breach of Clauses 3a and 3b of these Terms of Use, or Clause 2(e) of the Terms and Conditions.
- b) We do not warrant that:
 - I. your use of the Software Services will be uninterrupted or error-free; or
 - II. that the Software Services and/or the information obtained by you through the Software Services will meet your requirements; or
 - III. the Software Services will be free from Vulnerabilities; or

- IV. the Software Services will comply with any specific cybersecurity requirements that you may have.
- c) We are 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 you acknowledge that the Software Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- d) Subject to Clause 6 of the Terms and Conditions:
 - I. this platform and the information and services available on it is delivered “as is” without warranty of any kind;
 - II. we do not warrant or represent that the Software Services will be delivered free of any inaccuracies, interruptions, delays, omissions or errors (“Faults”), or that all Faults will be corrected, and we shall not be liable for any loss, damage or cost resulting from any such Faults;
 - III. you assume sole responsibility and entire risk as to the suitability and results obtained from use of the Software Service, and any decisions made or actions taken based on the information contained in or generated by the Software Services; and
 - IV. you are solely responsible for the preparation, content, accuracy and review of any documents, data, or output prepared or resulting from the use of the Software Services.
- e) You understand that we are a provider of information (including opinions) for general information purposes only and do not provide compliance, risk management, legal or other professional advice (unless expressly stated in a Client Agreement). Some information may contain the opinions of third parties, and we are not responsible for these opinions. We are not responsible for any loss, damage or cost resulting from any decisions taken by you that is made in reliance on the Software Services, including legal, compliance and/or risk management decisions. You agree that you use the Software Services at your own risk in these respects.

6) Term and termination

- a) On termination of the Contract or these Terms of Use for any reason:
 - I. all licences granted under these Terms of Use shall immediately terminate and you shall ensure that all Authorised Users immediately cease all use of the Software Services; and
 - II. we may destroy or otherwise dispose of any of Your Data in our possession, no later than 10 days after the date of the termination of the Contract or these Terms of Use, unless a written request for the delivery by you for the most recent extraction of Your Data. We shall use reasonable endeavours to deliver Your Data to you within 30 days of receipt of such a written request, provided that you have paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). You shall pay all reasonable expenses incurred by us in returning or disposing of Your Data.

7) License

- a) You grant to us and our group companies a non-exclusive, non-transferable, revocable, worldwide royalty-free licence to:
 - I. access, view and Manipulate Data and create Derived Data for analysis and aggregation;
 - II. store the Data and Manipulated Data on your network and system in your interests; and
 - III. distribute the Data and Manipulated Data to Authorised Users on your network and system using the Software Services or via email.

8) Indemnity

- a) You shall defend, indemnify and hold us harmless against all liabilities, costs, expenses, damages and losses arising out of or in connection with your use of the Software Services.
- b) We shall defend you against any claim that your use of the Software Services in accordance with these Terms of Use and the Contract infringes any third-party intellectual property rights, and shall indemnify you for any amounts awarded against you in judgment or settlement of such claims, provided that:
 - I. we are given prompt notice of any such claim;
 - II. you provide reasonable co-operation to us in the defence and settlement of such claim; and
 - III. we are given sole authority to defend or settle the claim.

- c) In the defence or settlement of any claim to which clause 8b applies, we may procure the right for you to continue to use the Software Services, replace or modify the Software Services so that they become non-infringing or, if such remedies are not reasonably available, terminate these Terms of Use on two business days' notice to you without any additional liability or obligation to pay any additional costs or damages to you.
- d) In no event shall we be liable to you to the extent that the alleged infringement is based on:
 - I. a modification of the Software Services by anyone other than us; or
 - II. your or any Authorised Users' use of the Software Services in a manner contrary to the instructions given to us; or
 - III. your or any Authorised Users' use of the Software Services after notice of the alleged or actual infringement from us or any appropriate authority.
- e) Other than as set out in the Contract, clauses 8b to 8d (inclusive) state your sole and exclusive rights and remedies, and our entire obligations and liability, for infringement of any third party intellectual property rights.

9) Force Majeure Clause

- a) Neither party shall be liable for any failure to perform or delay in performance of any of its obligations under this Agreement caused by circumstances beyond the reasonable control of that party, including but not limited to adverse weather conditions, natural disasters, fires, floods, explosions, earthquakes, nuclear disasters, insurrection, riots, acts of terrorism, war, and acts of Government (a "**Force Majeure Event**").
- b) In the event of a Force Majeure Event, the affected party's performance under this Agreement shall be suspended for the period that the Force Majeure Event continues, and the party will have a reasonable extension of time for performance of its obligations in the circumstances.
- c) If the Force Majeure Event continues for more than 30 consecutive days, the unaffected party may terminate this Agreement with immediate effect.