

Xorolia Software as a Service Agreement

This Software as a Service Agreement (“SAASA”) is a legal agreement entered into between the parties, Content Formula Limited, a company registered in England with company number 6577200 and having its registered address at Content Formula Limited, Kemp House, 152-160 City Road, London, EC1V 2NX. United Kingdom. (“CF”) and the customer (“Customer”) an organisation whose name and details are contained within the Software Purchase Agreement (“SPA”) or for non-paying customers whose name and details are provided during the installation process.

The SAASA is accepted by the Customer and shall form the agreement between the parties.

1. LICENCE RIGHTS AND RESTRICTIONS

1.1. Rights Reserved by CF

CF owns all title and intellectual property rights in and to the Xorolia software, service, documentation, marketing and information materials (“Service”). CF reserves all rights not expressly granted to the Customer under this SAASA.

1.2. Paying Customer’s rights to use the Service

1.2.1. Subject to the Customer's fulfilment of the Customer's obligations under the SAASA, including, without limitation, payment of any and all applicable subscription fees, CF hereby grants the Customer, subject to the restrictions in Clause 1.4 below, a personal, non-exclusive, non-transferable right to use the Service according to the terms in this SAASA.

1.2.2. The Customer’s right to use the Service will take effect on the date of the acceptance of this SAASA by the Customer as specified in the SPA and runs until terminated in accordance with the terms in this SAASA.

1.2.3. The Customer may grant access to the Service for the number of users specified in the SPA. The Customer is responsible for the administration of users and for their use of the Service. If the number of users ever exceeds the number of users specified in the SPA, CF is entitled to require that the Customer pays for the extra number of users for the remainder of the contract period.

1.2.4. The Customer shall ensure that the Service is not used in a manner which could in any way harm CF's name, trademarks, reputation, or goodwill, or which violates applicable laws or regulations.

1.3. Non-paying Customer’s rights to use the Service

1.3.1. Non-paying Customers who use the free service do so entirely at their own risk. CF provides the Service to non-paying Customers without any commitments, warranties, guaranties, obligations, service levels, liability of any kind, support or promise.

1.3.2. Subject to the Customer's fulfilment of the Customer's obligations under the SAASA CF hereby grants the Customer, subject to the restrictions in Clause 1.4 below, a personal, non-exclusive, non-transferable right to use the Service

according to the terms in this SAASA and in line with restrictions and limits of the free version of the software

- 1.3.3. The Customer's right to use the Service will take effect on the date of the acceptance of this SAASA by the Customer as agreed to during installation and runs until the service is terminated by CF or the customer uninstalls the software from their environment.
- 1.3.4. Although warning will likely be given CF has the right to terminate the free service at any time without warning. Customer understands that this could result in partial or total loss of data and functionality and that Customer should therefore keep appropriate data records to minimise impact.
- 1.3.5. The Customer shall ensure that the Service is not used in a manner which could in any way harm CF's name, trademarks, reputation, or goodwill, or which violates applicable laws or regulations.

1.4. Restrictions

- 1.4.1. The Customer may not assign, sell, sub-license, rent, lease or lend the Service.
- 1.4.2. The Customer may not make any copies of the Service, except to the extent expressly permitted by applicable law. Similarly, the Customer may not publish, distribute or otherwise make the Service publicly available for others to copy or use.
- 1.4.3. The Customer may adjust the Service in order to comply with Customer's needs and may integrate the Service into Customer's IT environment, but may not otherwise
 - i) amend, update, improve or modify the Service or any part hereof,
 - ii) implement the Service or any part hereof in other software, platforms or solutions)
 - iii) create derivative works based on the Service,
 - iv) amend, change, modify or further develop the Service in any manner,
 - v) make or perform any form of reverse engineering, decompilation or disassembly of the Service,
 - vi) make any steps with the same purpose as comprised by i) – v) or vii) allow any third parties to perform any steps comprised by clause i) – vi).
- 1.4.4. Subscription to the service does not entitle the Customer to technical support, assistance, maintenance and similar support relating to the Customer's own IT environment. Customer may purchase such support services from CF or CF's authorised partner (Partner).

2. LICENCE FEE AND PAYMENT TERMS

The licence fee and the payment terms are set out in the SPA.

3. CF RESPONSIBILITIES

3.1. CF shall provide the Service with all reasonable skill and care and in accordance with good industry practice.

3.2. In providing the Service, CF shall comply with all the laws of England and Wales and the European Union and any other laws or regulations, regulatory policies,

guidelines or industry codes which apply to the provision of the Services (“**Applicable Laws**”).

- 3.3. Without limitation of Clause 3.2 CF shall comply with all Applicable Laws relating to anti-bribery, anti-corruption, anti-tax evasion and anti-slavery including the Bribery Act 2010, the Modern Slavery Act 2015 and the Criminal Finance Act 2017 (“**Anti-Corruption Laws**”).
- 3.4. CF shall ensure that it has in place adequate procedures to prevent any breach of Clause 3.3; and ensure that it does not, and shall use reasonable endeavours to ensure that its personnel, subcontractors, agents and suppliers involved in the performance the Service do not, place the Customer in breach of any Anti-Corruption Laws.
- 3.5. CF represents and warrants that at the date of this agreement:
 - 3.5.1. As far as it is aware neither it nor any of its officers or employees has been convicted of any offence under, or is or has been subject to any investigation relating to, the Anti-Corruption Laws;
 - 3.5.2. it is not aware of any circumstances within its supply chain that have given rise to, or are likely to give rise to, an investigation relating to an alleged offence under the Anti-Corruption Laws.

4. TERMINATION

4.1. Subscription period (for paying Customers)

- 4.1.1. Customer shall be bound by this SAASA for the subscription period agreed between CF and the Customer as set out in the SPA and the Customer may not terminate the SAASA during this period (“**Binding Period**”). The Customer may add users or upgrade the Service during the Binding Period but may not downgrade the Service during the Binding Period.
- 4.1.2. Unless terminated with a written notice of at least 90 days to the expiry of the Binding Period, a new Binding Period of 12 months shall automatically commence, and Customer may not terminate the SAASA in this new Binding Period.
- 4.1.3. CF reserves the right to change the licence fee at the end of a Binding Period.

4.2. Breach

In the event that the Customer is in breach of any term, condition or provision of the SAASA and such breach can be remedied the Customer will have 30 days to remedy the breach. If the Customer fails to remedy the breach within 30 days or in case of the Customer’s insolvency or bankruptcy or notice thereof, CF may, at its discretion, terminate this SAASA or suspend or downgrade the Service without any notice.

4.3. Consequences of termination

Upon termination of the SAASA, for whatever reason, the Customer shall discontinue any and all use of the Service immediately and shall at its own cost remove the Service from its IT systems and IT environment.

5. CONFIDENTIALITY

- 5.1. **“Confidential Information”** means all information of a confidential or proprietary nature relating to the Customer’s or CF’s business or finances, including but not limited to pricing, information related to the Service, and client information, whether imparted in writing, orally, electronically or on any other media.
- 5.2. Both parties agree to keep the Confidential Information secret and shall only disclose it to its employees, contractors, sub-contractors or directors who are necessarily engaged in activities directly related to the Service and on a need-to-know basis and shall ensure that such employees, contractors or directors keeps the Confidential Information secret.
- 5.3. The provisions of this clause 5 shall not apply to Confidential Information which is already in the public domain or which is legally required to be disclosed pursuant to any statute, regulation or order of the court or regulatory authority.
- 5.4. This clause 5 shall apply during the Binding Period of the SAASA and shall survive this SAASA for a period of 3 years following termination.

6. CUSTOMER DATA

- 6.1. The Parties agree that the data uploaded in connection with the Service by the Customer belongs to the Customer.
- 6.2. The Customer agrees that CF may create back ups of the Customer data for the purposes of restoring the Service and Customer data in the event of a failure of the Service.
- 6.3. For paying Customers CF reserves the right to delete all copies of the Customer's data under its control 90 days after termination of the SAASA, regardless of the reason for termination, and CF is under no obligation to store Customer data after this time. For non-paying Customers CF reserves the right to delete all copies of the Customer’s data under its control at any time.
- 6.4. Customer agrees that in exceptional cases CF may be required by law to provide access to the Customer data to relevant authorities. In such cases and where permitted to do so by law CF will inform Customer that an access request has been submitted
- 6.5. The Customer warrants that it has obtained necessary consents and permissions to process and store all data that it submits to the Service and that its use of the data does not infringe on any party’s rights or breach any applicable laws, regulations or covenants. The Customer indemnifies CF against any claim for damages that may arise from its use of the data in delivering the Service.
- 6.6. CF has the right to assign its responsibilities under this SAASA to a Partner.

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Xorolia is a trademark of Content Formula Limited, a company registered in England (company number 6577200)
Content Formula Limited, Kemp House, 152-160 City Road, London, EC1V 2NX. United Kingdom.

www.contentformula.com | hello@contentformula.com

6.7. The Customer's data is processed in accordance with the "Data Processing Agreement" which is available at all times at <https://xoralia.com/xoralia-license-term/> and referenced and linked in the SPA.

7. OPERATING STABILITY

7.1. CF's responsibilities for operating stability of the Service are set out in Schedule 1.

7.2. CF strives for the best operational stability possible, but is not responsible for breakdowns or malfunctions, including operational malfunctions caused by factors beyond CF's control, unless accepted in Schedule 1.

8. CHANGES AND ENHANCEMENTS

CF is entitled to make updates, enhancements, and improvements to the Service. CF is also entitled to change the composition and structure of the Service. Such updates, improvements, and changes will generally be documented on www.xoralia.com prior to being implemented but in some cases changes may be made without notice and may affect the services provided, including information and data uploaded to or submitted by the Service.

9. INTELLECTUAL PROPERTY RIGHTS

9.1. The Service is protected by copyright and other intellectual property rights and is owned by or is licensed to CF. Customisations created for a Customer as part of an implementation of the Service also belong to CF, unless otherwise agreed in writing. The Customer shall notify CF of any current or potential violation of CF's intellectual property rights or unauthorized use of the Service of which the Customer becomes aware.

9.2. This SAASA does not in any way transfer any intellectual property rights related to the Services to the Customer.

9.3. The Customer gives CF and its suppliers an authorization and global license to the material and all data uploaded by the Customer sufficient for CF to properly manage and operate the Service, fulfil its responsibilities, and promote relevant products to the Customer.

9.4. The Customer agrees that CF may use the Customer's name and logo for the purpose of its own publicity and marketing, stating that CF has provided the Service to the Customer and outlining the scope of the Service. The Customer can request to review and approve any marketing materials and content but such approval may not be unreasonably withheld or delayed.

9.5. The Customer warrants that any data uploaded to the Service does not infringe on any third-party rights and does not contain material that may be offensive or violates applicable laws or regulations.

10. TRANSFER

- 10.1. CF has the right to assign its rights and obligations in part or in whole under the SAASA to a third party.
- 10.2. The Customer agrees that CF is entitled to use subcontractors in relation to all aspects of this SAASA, including for the delivery and operation of the Service, and for storing Customer data. CF warrants that its subcontractors will be bound by contract to adhere to the same obligations, responsibilities, restrictions and guarantees set out in this SAASA.

11. EXCLUSIONS AND LIMITATIONS OF LIABILITY

- 11.1. In no event will CF be liable to the Customer or any other person or entity for any indirect damages of any kind, including, without limitation, for lost profits, lost savings, lost data or other special, indirect, punitive, consequential, or incidental damages arising out of or relating to the use of the Service or to any service provided or undertaken by CF under this SAASA, even if CF has been advised of the possibility of such loss or damage. The foregoing exclusion of liability applies to all causes of action, including breach of contract, breach of warranty, strict liability, negligence and other torts.
- 11.2. In no event will CF be liable to the Customer or any other person or entity for any damages, direct or indirect, of any kind due to system instability or failure.
- 11.3. CF is not responsible for any third-party solutions or data that are available and/or integrated with the Service. CF cannot be held liable for the accuracy, completeness, quality, or reliability of the information nor the results obtained through these third-party solutions. Similarly, CF cannot be held liable for the availability, security, or functionality of any third-party solutions, including possible damages and/or loss caused by third party solutions. The burden is upon the Customer to prove that a loss suffered by the Customer cannot be attributed to third party solutions.
- 11.4. The maximum aggregate liability of CF upon any claims whatsoever, arising out of the services provided by CF or the Service under this SAASA will be absolutely limited to the direct damages actually incurred by the Customer and furthermore be limited to the amount of fees relating to the Services paid by the Customer in the 12 months prior to the event giving rise to liability.
- 11.5. CF shall be under no liability to the Customer in respect of loss arising by reason of force majeure, namely, circumstances beyond the control of CF, including but not limited to acts of God, perils of the sea or air, fire, flood, drought, shortages, disease, explosion, sabotage, accident, embargo, riot, acts of war, civil commotion, including acts of local, regional or national government and parliamentary authority and labour disputes of whatever nature and for whatever cause arising including (but without prejudice to the generality of the foregoing) work to rule, overtime bars, strikes and lock-outs.

12. THIRD PARTY RIGHTS

12.1. CF cannot and does not grant to the Customer any licence to any third-party patent or to any other intellectual property rights held by a third party. The Customer must, at the Customer's own expense, license and maintain any such licences from third parties, and CF cannot be held liable if a third party raises a claim for infringement of such third party's patent rights or other intellectual property rights.

12.2. If the Customer does not license and maintain such third-party licences as mentioned, and if this somehow results in a third party raising a claim against CF, the Customer shall indemnify CF against any such third-party claim.

13. WAIVER

Failure or neglect by CF to enforce any of the provisions of the SAASA at any time shall not be construed nor shall be deemed to be a waiver of CF's rights under the SAASA nor in any way affect the validity of the whole or any part of the SAASA nor prejudice CF's rights to take subsequent action.

14. SEVERABILITY

If any of the provisions contained in this SAASA is or is held to be illegal or unenforceable, such provision shall be deemed modified to the minimum extent necessary to be legal and enforceable and as so modified shall become part of this SAASA. The remaining provisions of this SAASA shall remain in full force and effect.

15. COMPLIANCE WITH LOCAL LAWS

The Customer shall comply at the Customer's own expense and risk with all relevant and applicable laws including, but not limited to, broadcast laws and regulations in the use of the Service.

16. CHANGE OF TERMS

CF may modify the terms pursuant to this SAASA and the Data Processing Agreement (DPA) and the modified terms shall come into effect 1 month after they have been posted on the Xorolia website. It is the Customer's obligation to keep up to date with changes to the terms by checking the website regularly.

17. NOTICES

Any notice required to be given under this SAASA shall be in writing and must be:

- a) delivered personally or sent by first class post to the other party's registered office;
- AND
- b) sent by email. Notices to CF shall be emailed to hello@contentformula.com.

18. ENTIRE AGREEMENT

This SAASA, the SPA and the Data Processing Agreement represent the entire agreement between the parties and supersede any previous agreement or arrangements.

19. APPLICABLE LAW

This SAASA and the provision of the Service shall be governed by and construed in accordance with the laws of England and Wales and the parties submit to the

jurisdiction of the English courts. If the Customer should enter into any dispute with any of CF's third parties involved in the provision of the Service the applicable jurisdiction set by that third party's terms of business may differ to that of CF.

Schedule 1: Service Level Goals

This document outlines the obligations for operating stability when providing the Service to paying Customers. It also provides service delivery parameters, against which the delivery of Service will be evaluated. The Service Level Goals and commitments in this schedule do not apply to non-paying Customers who are using the free Xorolia service, a proof of concept, or a trial.

1. SERVICE UPTIME COMMITMENT

1.1. For the purpose of measuring the quality of service that CF is delivering to Customer, CF provides the following commitment:

- 1.1.1. CF will provide Customer access to the SaaS production application on a twenty-four hour, seven days a week (24x7) basis at a rate of 99.7% (“SaaS Services Uptime Metric”).
- 1.1.2. The SaaS Services Uptime Metric commences on the start of the Binding Period set out in the SPA.

2. BOUNDARIES AND EXCLUSIONS

2.1. The SaaS Services Uptime Metric shall not apply to performance issues caused by the following:

- i. Overall Internet congestion, slowdown, or unavailability
- ii. Unavailability of generic Internet services (e.g. DNS servers) due to virus or hacker attacks
- iii. Force majeure events as described in the terms of the license agreement
- iv. Actions or inactions of Customer (unless undertaken at the express direction of CF) or third parties beyond the control of CF
- v. As result of Customer equipment or third-party computer hardware, software, or network infrastructure not within the sole control of CF
- vi. As result of Microsoft Office 365 and / or Windows Azure platforms and / or services being unavailable, degraded or altered.
- vii. Scheduled SaaS infrastructure maintenance

2.2. In addition to scheduled SaaS infrastructure maintenance, upgrades and patches that occur approximately 12 times per year may require downtime in addition to the scheduled maintenance. The downtime will be scheduled in advance and communicated to Customer.

3. REPORTING

CF will provide a SaaS Services Uptime Metric Report (“Uptime Metric Report”) in accordance with this schedule to the Customer upon request.

If Customer does not agree with the Uptime Metric Report, written notice of the dispute must be provided to CF within ten (10 working days) of receipt of the Uptime Metric Report.

4. SOFTWARE-AS-A-SERVICE CREDITS

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CF’s failure to meet the SaaS Services Uptime Metric as measured over any quarter may be reflected in adjustments to the duration of the initial contract year for SaaS pursuant to the following schedule (“Service Credits”):

Uptime metric	Rating	Service Credit
Between 99.7% - 100%	Meets goal	
Between 99 % - 99.7%	Tolerable	Five (5) day extension of term of the SaaS at no cost to Customer
Below 99.0%	Unacceptable	Ten (10) day extension of term of the SaaS at no cost to Customer

SaaS Ratings below 99% for a quarter shall be escalated by both parties to the vice president level (or equivalent). The SaaS Service Credits shall be cumulative and extend the initial term of the SaaS agreements as set out in the SPA at no cost to Customer. Therefore, any renewal of the SAASA shall be effective after SaaS Service Credits have been fully utilized.

5. IMPLEMENTATION AND TRAINING

CF offers various implementation and training packages:

- Self-installation – Customer installs and configures the service using set up documentation and online training
- Enhanced – CF performs the installation and provides other consulting to assist with the configuration of the Service. Remote train-the-trainer training is also provided. The Customer can then request up to three hours of telephone support after handover
- Custom – consultative offering based on Customer requirements

All packages include access to installation guides, online training videos, and knowledge base.

6. PAID TECHNICAL SUPPORT – SELF-HELP, ASSISTANCE AND CONSULTANCY

6.1. CF strives to provide high quality and complete self-help resources via their website. Customers are encouraged to seek answers to questions and refresher training from these resources which are provided as part of the Service.

6.2. If desired, Customers can purchase additional support packages which provide access to support engineers and consultants who can help customers in a number of different ways including setup and configuration of the Service, refresher training for admins and authors. In some cases these support packages can also be used to draw on general SharePoint and Office 365 advice, configuration support and development.

7. BREAK-FIX SUPPORT – BUGS, ERRORS AND FAILURES

7.1. From time to time and in spite of CF’s best efforts, the Customer may encounter bugs, errors or even failures in the Service. In these cases CF will strive to solve quickly and effectively these issues.

7.2. Break-fix support is provided as part of the subscription service and at no extra charge. Support is delivered during UK office hours (9am-5.30pm) excluding weekends, UK public holidays and the period between 24th December and 2nd January.

7.3. It is important that Customers are aware that bugs, errors and failures caused by the misconfiguration of the Customer's SharePoint, Office 365, Active Directory environments, or other Customer IT environments are not covered by break-fix support. To fix such issues Customer can purchase technical support packages as described in 6 above.

Examples of issues that fall under paid support:	Examples of issues that fall under break-fix support:
A policy approval workflow is not working	Assigning a policy does not trigger an alert to a user that is properly registered on the Customer's environment.
A policy cannot be accessed from SharePoint by a user	Clicking a policy in the Xoralia library does not launch the policy pop-up.
Permissions issues	A policy status flag does not change in spite of an action by a user to change the status.
A policy document has become corrupted	Reporting of 'policy read' status does not match actual events reported by users.

7.4. In order to be able to access break-fix support the Customer must provide:

- 7.4.1. an accurate and complete description of the issue being encountered
- 7.4.2. screenshots of the issue
- 7.4.3. descriptions of the actions taken immediately prior to the issue occurring
- 7.4.4. examples and types of users affected

Failure by the Customer to provide complete reports of issues could prevent the Customer from accessing break-fix support

7.5. Minor bugs or issues may only be fixed as part of a scheduled product update.

8. SUPPORT RESOLUTION & RESPONSE TIMES

The following table applies to both paid technical support and break-fix support.

Level	Description	Examples	Response time	Resolution time
Priority 1 (critical)	System unavailable	Xoralia cannot be accessed by large number of users.	2 hours	Guaranteed to begin working on issue within 1 hour and continue to work until resolution.
Priority 2 (high)	System available but severely impaired	Users can access Xoralia but are unable to carry out tasks.	4 hours	
Priority 3 (medium)	System available and main operation not impaired	Small number of users are impacted; Major issue but a workaround exists	6 hours	For P3, P4 & P0 issues CF will within the agreed response time (unless a fix is applied immediately) provide an estimate of the time to investigate the request and/or an estimate of the time to
Priority 4 (low)	System fully Operational	A cosmetic issue affects the user experience in a minor way	24 hours	
Priority 0	Not a support issue but a request for assistance	Customer requests help to set up a new document library	2 days	

				develop a fix for the request.
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9. DISCLAIMER

Except for any warranty set forth explicitly in this Agreement, the Software is provided to the Customer “as is” and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, CF, on its own behalf and on behalf of its respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory, or otherwise, with respect to the Service, including all implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage, or trade practice. Without limitation to the foregoing, the Licensor provides no warranty or undertaking, and makes no representation of any kind that the Service will meet the Customer’s requirements, achieve any intended results, be compatible, or work with any other software, applications, systems, or services, operate without interruption, meet any performance or reliability standards or be error free, or that any errors or defects can or will be corrected.

10. UPDATE / UPGRADE POLICY

All updates to the Service are included in the subscription. As the Service is developed new tiers of subscription may be created.