



Services Subscription

Terms and Conditions

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miso is a trading name of Dotted Eyes Limited

Dotted Eyes Ltd is registered in England. Registered office: 1 - 3 College Yard, Worcester, Worcestershire, WR1 2LB
Company registration number: 4471760. Vat Number: 551 4282 57.

SERVICES SUBSCRIPTION

TERMS AND CONDITIONS

These pages together with the Dotted Eyes (miso) order form (**Order Form**) tell you the terms and conditions on which we have agreed to provide our service, **Services Subscription (Service)** to you. Please read these terms and conditions carefully before ordering or using the Service. By ordering or using the services you agree to be bound by these terms and conditions (**Terms & Conditions**).

miso will not be bound by any standard terms furnished by the Customer in any of its documents, unless the Customer specifically states in writing separately from such terms that it intends such terms to apply and miso acknowledges such notification in writing.

1. Information about us

miso is a trading name of Dotted Eyes Limited. Dotted Eyes Limited (**Dotted Eyes, miso, we, us or our**) is registered in England and Wales under company number 04471760 and our registered office is 1 - 3 College Yard, Worcester, Worcestershire, WR1 2LB.

You are the entity named as the customer on the Order Form (**Customer, you or your**).

2. How this Agreement is formed between you and us

You need to complete an order for the Service using the Order Form (**Order**). The Order constitutes an offer by you to us to buy the Service. All Orders are subject to acceptance by us, and we will confirm such acceptance to you by sending you an invoice and/or an email relating to your Order that confirms that we have accepted your Order (**Order Confirmation**). The agreement between us (**Agreement**) will only be formed when we send you the Order Confirmation.

3. Accepting the Terms

- 3.1. In order to use the Service, you must firstly agree to the Terms. You may not use the Service if you do not accept the Terms.
- 3.2. You can accept the Terms by simply using the Service. You understand and agree that miso will treat your use of the Service as acceptance of the Terms from that point onwards.
- 3.3. The Terms form a legally binding agreement between you (this includes your organisation its employees, Affiliates and Contractors) and miso in relation to the Service provided by us.
- 3.4. The Terms apply to all Users of the Service.

4. Changes to the Terms

miso reserves the right to make changes to the Terms & Conditions. from time to time. The most current version of our Terms and Conditions (including the updated date) can be found at www.misoportal.com/legal It is therefore important that you check our website frequently for updates. If you do not agree to the updated Terms and Conditions you must not use the Service. Your continued use of the Service after the date the updated Terms are posted will constitute your acceptance of the updated Terms and Conditions.

5. Defined Terms & Interpretation

Affiliate: of a Party means any Person which, during the Term, is a subsidiary or sister company, or representative of that Party in which the relevant party, directly or indirectly, owns more than 50% or the shares or is under common control

Agreement: the Order Form(s) together with these Terms & Conditions and any schedules, annexes, appendices and documents referenced in this Agreement.

Applicable Law: means, where applicable to a Party and relevant to this Agreement, any and all (a) legislation, laws, statutes, decisions, rulings, codes, government policies, regulations, by-laws or licensing conditions (including Data Protection Laws); and (b) mandatory industry requirements and regulations, binding codes of practice, and decisions and directions of any relevant governmental or regulatory, co-regulatory, or self-regulatory authority or agency of competent jurisdiction

Business Day: means any day other than Saturday or Sunday that is not a bank or public holiday or the period from 25 December to 1 January;

Business Hours: means any time between 9:00 and 17:00 on a Business Day, during which the Supplier is open for business;

Confidential Information: means all information disclosed by a Party (the “Disclosing Party”) to the other Party (the “Receiving Party”), whether orally or in writing, if designated as confidential, that reasonably should be understood to be confidential given the nature of the information and the circumstances surrounding the disclosure. Confidential Information does not include any information that: (i) is or becomes generally known to the public, other than due to Receiving Party’s breach of this Agreement; (ii) was rightfully known to the Receiving Party before obtaining it from the Disclosing Party; (iii) is received from a third party without breach of any obligation owed to the Disclosing Party; or (iv) was independently developed by the Receiving Party without use of the Disclosing Party’s Confidential Information and for which the Receiving Party can provide documentary evidence created at the same time as the development that verifies the development was independent.

Contractor: means those independent third parties who perform services related to this Agreement for you, but solely to the extent they are acting on your behalf.

Documentation: means any supporting documentation provided by miso in providing the Service to you.

Data Protection Legislation: means all legislation in force in the UK from time to time relating to data protection and privacy including, but not limited to, the Data Protection Act 2018, EU Regulation 2016/679 General Data Protection Regulation (“GDPR”) and any other directly applicable EU regulation relating to data protection and privacy (for as long as, and to the extent that, EU law has legal effect in the UK) and any successor legislation relating to data protection and privacy;

Effective Date: the earlier of the date set out in the Order Form(s), the date of this Agreement or the date you first use the Service.

Fees: the fees for the provision of the Service as set out in Order Form and referred to in clause 10 of these Terms & Conditions.

Force Majeure: means any cause, preventing either Party from performing any or all of its obligations, which is beyond the reasonable control of the Party so prevented and which may include nationwide strikes, lock-outs or other industrial disputes, nuclear accident or acts of God, war or terrorist activity, riot, civil commotion, malicious damage, compliance with any new Applicable Law or change in Applicable Law, breakdown of plant or machinery, internet delays or failures or connectivity issues, fire, flood, storm or default of suppliers or sub-contractors (but only where such supplier or sub-contractor’s default is itself attributable to force majeure as set out here) and any other acts, events, omissions or accidents

Group Company: means in relation to a Party, a company that directly or indirectly controls, is controlled by, or is under common control with any subsidiary or holding company of that Party

Intellectual Property Rights: means all vested contingent and future intellectual property rights including but not limited to goodwill, reputation, rights in confidential information, copyright, trade marks, logos, product marks, devices, plans, models, diagrams, specifications, source and object code materials, data and processes, design rights, patents, know-how, trade secrets, inventions, get-up, database rights, (whether registered or unregistered) and any applications or registrations for the protection of these rights and all renewals and extensions thereof existing in any part of the world whether now known or in the future created;

Order Form(s): an order form completed by you or our Statement of Works or our quotation signed by you, relating to the Services which shall be governed by these Terms & Conditions.

Parties: you and us and “Party” means either you or us (as the context dictates).

Permitted Purpose: as defined in the Schedules to this agreement;

Personal Data: as defined in the Data Protection Legislation;

Person: means any (i) individual; or (ii) partnership, firm, corporation, limited liability company, joint venture, association, trust, unincorporated organisation, or other legal entity or organisation.

Service: the Subscription Services as defined in Schedules to this Agreement.

Sub-Processor: means a miso third party service provider or supplier, Group Company or Affiliate relied on by miso in order to provide the Service to the Customer;

Term: as detailed in Clause 14;

VAT: value added tax chargeable under English law for the time being and any similar additional tax.

In the case of conflict or ambiguity between any provision contained in these Terms & Conditions and any Order Form, these Terms & Conditions shall take precedence.

6. The Service

- 6.1. We shall, with effect from the Effective Date, provide the Service to you on a non-exclusive basis for the duration of the Term of this Agreement and in accordance with the terms and conditions of this Agreement.
- 6.2. The Service you receive is defined in the Schedules to this Agreement and the Order Form(s).

7. Our Obligations

- 7.1. We shall use reasonable endeavours to provide the Service in accordance with the Order Form(s) in all material respects.

8. Your Obligations

- 8.1. You represent and warrant that throughout the term of this Agreement:-
 - (a) you will follow the processes and obligations set-out in the Schedules to this Agreement.
- 8.2. You agree not to let give anyone access to the Service who is not an employee of the Customer
- 8.3. You agree that you will carry out your obligations as described in the Order Form(s)
- 8.4. You shall not, without the prior written consent of miso, at any time from the date of this agreement to the expiry of 12 months after the last date of supply of the Service, solicit or entice away from miso or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant of miso in the provision of the Service.

9. Data Protection

- 9.1. All Personal Data that miso may use, will be collected, processed, and held in accordance with the provisions of the Data Protection Legislation and Customers rights thereunder.
- 9.2. You acknowledge and agree that miso relies on its Group Companies, Affiliates and third party suppliers and service providers in order to provide its Product to you, and that as such miso may share and give them access to your data and Personal Data in order to supply the Service to you under this Agreement. You further acknowledge and agree that such parties may be based in different jurisdictions and shall have access to your data and Personal Data in those jurisdictions.
- 9.3. We shall remain liable under Data Protection for the acts and omission of any third party engaged by us in the provision of the Service.
- 9.4. For complete details of our collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of the Customer rights and how to exercise them, and personal data sharing (where applicable), please refer to Our Privacy Notice and Information Security Notice which can be found on Our website www.misoportal.com/legal and our Data Protection Policy and Data Processing Activities Document which can be found in the Schedules to this Agreement.

10. Fees and payment

- 10.1. You shall be invoiced and pay the Fees in accordance with the Order Form.
- 10.2. All sums payable under this Agreement are exclusive of VAT, which miso shall add at the appropriate rate.
- 10.3. Unless otherwise agreed in writing, each invoice is due and payable 30 days after the invoice date (**Due Date**). Without prejudice to any other right or remedy that it may have, if the Customer fails to pay miso on the Due Date:

- (a) the Customer shall pay interest on the overdue amount at the rate of 3% per annum above Barclay's Bank plc's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount; and
 - (b) miso may suspend all Services until payment has been made in full.
- 10.4. All amounts due under this agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

11. Confidentiality

- 11.1. Subject to clause 11.2, each Party shall, during the Term of this Agreement and thereafter, keep confidential, and shall not use for its own purposes nor without the prior written consent of the other disclose to any third party, these Terms & Conditions or any information of a confidential nature (including, without limitation, trade secrets and information of commercial value) which may become known to such Party from the other Party and which relates to the other Party or any of its Affiliates (**Confidential Information**), unless such information is public knowledge or already known to such Party at the time of disclosure, or subsequently becomes public knowledge other than by breach of these Terms & Conditions, or subsequently comes lawfully into the possession of such Party from a third party.
- 11.2. You shall be entitled to disclose to Authorised Users only such of the Confidential Information as is necessary for them to know in order for them to perform a Transaction. We shall be entitled to disclose to the proprietary owner(s) of any of the Software such of the Confidential Information (including these Terms & Conditions) as is required for our suppliers to fulfil their obligations to us or us to fulfil our obligations to them.
- 11.3. Privacy Policy
- (a) Your use of the service is subject to the miso Privacy Policy, a current version of which is available at www.misoportal.com
- 11.4. The provisions of this Clause 11 shall remain in full force and effect notwithstanding termination of this Agreement for any reason

12. Proprietary Rights

- 12.1. You acknowledge that:-
- (a) all Intellectual Property Rights in the Service and Service Material shall belong to us;
 - (b) all Intellectual Property Rights in the third party software belongs to the third party proprietary owner thereof; and
 - (c) that except as expressly stated herein, this Agreement does not grant you any Intellectual Property Rights (including but without limitation any licences) in the Service or any related documentation.
- 12.2. We undertake at our own expense to defend you or, at our option, settle any claim or action brought against you alleging that the possession or use of the Services (other than the Open Source Software) in accordance with these Terms & Conditions infringes the UK Intellectual Property Rights of a third party (Infringement Claim) and shall be responsible for any reasonable losses, damages, costs (including legal fees) and expenses incurred by or awarded against you as a result of or in connection with any such Infringement Claim.
- 12.3. Clause 12.2 is conditional on:
- (a) you notifying us in writing, as soon as reasonably practicable, of any Infringement Claim of which you have notice;
 - (b) you not making any admission as to liability or compromise or agreeing to any settlement of any Infringement Claim without our prior written consent, which consent shall not be unreasonably withheld or delayed; and
 - (c) us having, at our own expense, the conduct of or the right to settle all negotiations and litigation arising from any Infringement Claim and you giving us all reasonable assistance in connection with those negotiations and such litigation at our request and expense.
- 12.4. If any Infringement Claim is made, or in our reasonable opinion is likely to be made, against you, we may

at our sole option and expense:

- (a) procure for you the right to continue using the Proprietary Software or Services (or any part thereof) in accordance with these Terms & Conditions; or
- (b) modify the Proprietary Software or Services so that it or they cease to be infringing; or
- (c) replace the Proprietary Software with non-infringing software; or
- (d) terminate this Licence immediately by notice in writing to you.

12.5. The foregoing states your sole and exclusive rights and remedies, and our entire obligations and liability, for Intellectual Property Right infringement.

13. Limitation of Liability

13.1. This Clause 13 sets out our entire financial liability (including any liability for the acts or omissions of our employees, agents and sub-contractors) to you in respect of:

- (a) any breach of this Agreement;
- (b) any use made by you of the Services or the Software or any part of them; and
- (c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Agreement.

13.2. Nothing in this Agreement will limit or exclude either Party's liability for: (i) death or personal injury resulting from negligence or for fraud, fraudulent misstatement, or fraudulent misrepresentation; (ii) any liability which may not be limited or excluded as a matter of law; or (iii) any claims arising under a Party's obligations of indemnification. Nothing in this Agreement will limit your obligation to pay any undisputed fees.

13.3. Subject to Clause 13.1 neither Party shall be liable (in contract, tort (including negligence), strict liability, or otherwise): (i) for any loss arising from or in connection with loss of revenues, profits (whether direct or indirect), contracts or business, or failure to realise anticipated savings, loss of use or other economic advantage arising from your use of the Service, including the inability to use the Service; loss or corruption of data; unauthorised access to data; or (ii) for any indirect, special, incidental, exemplary, enhanced, punitive, or consequential losses or damages, suffered or incurred by the other party arising out of or in connection with this Agreement even if such Party knew of, had been advised of the possibility of, or foreseen such damages in advance.

13.4. Subject to the overall provision in paragraph 13.1 above. miso shall not be liable to you for your failure to provide miso with accurate account, Authorised Administrator or User Information or your failure to keep User Credentials confidential, as detailed in the Schedules to this Agreement.

13.5. The limitations on miso's liability to you in paragraph 13.4 above shall apply whether or not miso has been advised of or should have been aware of the possibility of any such losses arising.

13.6. Subject to Clause 13.3 and except as set out in the remainder of this clause, neither Party's aggregate liability in connection with any Order Form(s) will exceed 125% of the amount actually paid by you under that Order Form in the 12-month period preceding the event giving rise to such liability, regardless of whether such liability is based in contract, tort, strict liability, or otherwise. With respect to a Party's breach of its obligations set out in Clause 11 (Confidentiality) or Schedule E(1) (Data Protection) or Schedule E(2) (Data Processing Activities), neither Party's aggregate liability will exceed the lesser of £1,000,000 (one million pounds sterling) and five times the amount actually paid by you under the applicable Order Form in the 12-month period preceding the event giving rise to such liability.

13.7. You agree that, in entering into this Agreement, either you did not rely on any representations (whether written or oral) of any kind or of any person other than those expressly set out in these Terms and Conditions or (if you did rely on any representations, whether written or oral, not expressly set out in these Terms and Conditions) that you shall have no remedy in respect of such representations and (in either case) we shall have no liability otherwise than pursuant to the expressed terms of these Terms and Conditions.

14. Term and Termination

14.1. This Agreement shall commence on the Effective Date and shall (unless terminated as provided in the remainder of this clause) continue for the duration of the Term which shall be the greater of 12 months or the period set out in the Order Form(s).

- 14.2. Without prejudice to any other rights or remedies to which the Parties may be entitled, either party may terminate this Agreement without liability to the other if:
- (a) The other Party commits a material breach of any of the terms of this Agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of that Party being notified in writing of the breach; or
 - (b) If the other Party is unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986), or becomes insolvent, or is subject to an order or a resolution for its liquidation, administration, winding-up or dissolution (otherwise than for the purposes of a solvent amalgamation or reconstruction), or has an administrative or other receiver, manager, trustee, liquidator, administrator or similar officer appointed over all or any substantial part of its assets, or enters into or proposes any composition or arrangement with its creditors generally, or is subject to any analogous event or proceeding in any applicable jurisdiction; or
 - (c) The other Party ceases, or threatens to cease, to trade; or
 - (d) The other Party takes or suffers any similar or analogous action in any jurisdiction in consequence of debt.
- 14.3. We have the right (but are not obliged to), on written notice to you, at our sole option, to immediately either suspend or terminate the Service in the following circumstances:-
- (a) Where you have failed to pay any invoice due under these Terms & Conditions in full within 30 days of the Due Date; or
 - (b) Where you have breached your obligations under any of clauses 8,10,11 or your obligations detailed in the Schedules to this Agreement.
- 14.4. On termination of this Agreement for any reason:
- (a) The Service any access to the Service shall immediately terminate;
 - (b) You shall have no further right to use the Service;
 - (c) You shall immediately pay to us any and all sums due under this Agreement; and
 - (d) Each Party shall return and make no further use of any equipment, property, materials and other items (and all copies of them) belonging to the other Party; and
 - (e) The accrued rights of the Parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination, shall not be affected or prejudiced.

15. Force Majeure

We shall have no liability to you under this Agreement if we are prevented from or delayed in performing our obligations under this Agreement by acts, events, omissions or accidents beyond our reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving our workforce or that of any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors. We shall notify you of such an event and its expected duration.

16. General

- 16.1. No forbearance or delay by either Party in enforcing its rights shall prejudice or restrict the rights of that Party, and no waiver of any such rights or of any breach of any contractual terms shall be deemed to be a waiver of any other right or of any later breach unless expressly set out in writing by the waiving Party.
- 16.2. If any provision in the Agreement is judged to be illegal or unenforceable, the continuation in full force and effect of the remainder of the provisions shall not be prejudiced.
- 16.3. Any amendment, waiver or variation of the Agreement shall not be binding on the parties unless set out in writing, expressed to amend the Agreement and signed by or on behalf of each of the Parties.
- 16.4. No term in the Agreement is intended to confer a benefit on, or to be enforceable by, any person who is not a Party to it.
- 16.5. In relation to assignment and sub-licensing:
- (a) You have no right to sub-license or to assign the benefit or burden of the Agreement in whole or in

part, or to allow the Software to become the subject of any charge, lien or encumbrance without our prior written consent.

- (b) We may sub-license, assign, charge or otherwise transfer any of our rights or obligations under the Agreement, provided we give written notice to you of any sub-licence, assignment, charge or other transfer.
- 16.6. All notices given by you to us must be given to us in writing at the address shown in clause 1 or to sales@misportal.com. We may give notice to you at either the email or postal address set out in the Order Form. Notice will be deemed received and properly served 24 hours after an email is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case an email, that such email was sent to the specified email address of the addressee and that no error message indicating failure to deliver has been received by the sender and provided further that within 24 hours of transmission a hard copy of the email is sent by post to the intended recipient.
- 16.7. These Terms & Conditions, and any schedules, annexes, appendices and documents referenced in this Agreement and the Order Form(s) contain the whole agreement between the Parties relating to the subject matter hereof and supersede all prior agreements, arrangements and understandings between the parties relating to that subject matter.
- 16.8. The Agreement, its subject matter or its formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law and submitted to the non- exclusive jurisdiction of the English courts.
- 16.9. The provisions of clause 16 shall remain in full force and effect notwithstanding termination of the Agreement for any reason.



The Parties have caused this Agreement to be executed by their respective duly authorised representatives.

Dotted Eyes Limited
trading as **miso**

Customer

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Date: _____

Date: _____

SCHEDULE A

The Service

The **Services** is made up of three services combined together to form the Services Subscription.

These include:

1. Online Training, see Schedules B and B(1)
2. Technical Support, see Schedules C, C(1) and C(2)
3. Enabler Days, see Schedules D

The details of which can be found in the relevant Schedules.

Permitted Purpose

All 3 services may only be used:

1. For the Customers internal business purposes
2. By the Customers direct employees

SCHEDULE B

Online Training

1. Definitions and Interpretation

Attendee: an employee of the Customer who has been booked on to an Online Training Module by the Authorised Administrator.

Authorised Administrator: the nominated individual(s) within the Customer organisation who are authorised to book Online Training Modules for Training Attendees.

Booking Confirmation: our confirmation to you that an Attendee is booked on to a particular Online Training Module.

Booking Process: the process by which the Customer Authorised Administrator books Online Training Modules for Attendees.

FME: third party software, proprietary to Safe Software inc. miso is an authorised reseller of Safe Software products and services.

Online Training Course: an online training course made up of a number of Online Training Modules.

Online Training Module: a module within one of our Online Training Courses.

Online Training Module Cancellation Form: a form used by you to notify us that you wish to cancel an Online Training Module booking.

Pre-Course Module Attendance Technical Instructions: minimal technical specification and requirements necessary to attend an Online Training Module. See Schedule B(1)

Public Online Training Courses: Online Training Courses and Online Training Course Modules attended by multiple organisations, on dates and with content set by miso.

Strigo.io: www.strigo.io. A third-party web-based training platform used to deliver our Online Training Modules

Training Delegate: individuals who are employees of the Customer organisation booked to attend an Online Training Modules by an Authorised Administrator.

Training Platform: a web-based training platform owned by Strigo.io, a third party, used by us to deliver our Online Training Modules.

2. Online Training Service

- 2.1. FME Public Online Training Courses and Modules only.

3. Online Training Use

- 3.1. The purchase of your Services Subscription entitles up to 6 named Attendees unlimited attendance of our Online Training Modules within a 12 month Term.

4. Booking Process

- 4.1. Once you have purchased your Service Subscription you can start to book Attendees on to any Online Training Modules you wish them attend.
- 4.2. Only the Authorised Administrator can book Online Training Modules for each Attendee.
- 4.3. Online Training Modules must be booked at least 4 weeks prior to the commencement of the Online Training Module.
- 4.4. To book an Online Training Module for an Attendee the Authorised Administrator must email their miso Account Manager or sales@misportal.com.
- 4.5. Our Online Training Modules run on set dates. We will use best endeavours to book Attendees on to their preferred Online Training Module date.
- 4.6. We will provide the Authorised Administrator with Booking Confirmation
- 4.7. You must contact us if you have not received your Booking Confirmation within 7 days of emailing us with your booking request.

- 4.8. Attendee will only be entitled to attend the Online Training Modules for which you have a valid Booking Confirmation.

5. Online Training Module Attendance

- 5.1. Joining instructions will be sent to each Attendee as detailed by you during the Booking Process, at least 14 working days before the Online Training Module is due to commence or 3 working days from the date the Online Training Module is booked by you, whichever is the later.
- 5.2. Each Attendee is required to follow the Pre-Course Module Attendance Technical Instructions prior to the Online Training Module date. We will not be responsible for the inability of an Attendee to attend an Online Training Module due to access or technical problems outside of our reasonable control or due to non-compliance of the Pre-Course Module Attendance Technical Instructions by the Attendee.

6. Your Obligations

- 6.1. You must provide us with accurate and complete details of the Authorised Administrator at the point of first ordering the Service from us.
- 6.2. You will ensure that your details and those of Authorised Administrator(s) and Training Delegates are accurate and kept up to date and that we are promptly notified of any changes.
- 6.3. You will ensure that you, the Authorised Administrator(s) and each Training Delegate keeps their login details for the Service confidential.
- 6.4. You agree that you are fully responsible for the behaviour of your organisations Training Delegates whilst attending each Online Training Module. You warrant to cover all reasonable costs incurred by us should a Training Delegate be found to behave in a manner that causes offence or undue disruption to other Training Delegates or to the Trainer.
- 6.5. You agree that all Attendees shall comply with the Trainers' instructions and understand that failure to comply with the reasonable requests of the trainer may result in an attendee being removed from the Online Training Module and excluded from future Online Training Modules.

7. Cancellation or Postponement by Us of an Online Training Module

- 7.1. We will endeavour to deliver each Online Training Module on the dates booked by you, however we may at our sole discretion cancel or postpone an Online Training Module in the following circumstance:
 - (a) By giving the attendee 5 working days notice for any reason.
 - (b) Without notice under the following circumstances:
 - Our trainer is ill and a suitable replacement trainer is not available
 - We experience technical problems that we are unable to rectify without causing a minimum of 30 minutes interruption to delivery of the Online Training Module.

Attendees due to attend Online Training Modules cancelled or postponed by us will be re-booked on an alternative available date.

SCHEDULE B(1)

Online Training

Pre-Course Module Attendance - Technical Instructions

We use the Web-based Training Platform Strigo.io to deliver training as it provides an online training experience closest to a face to face classroom experience. The Training Platform enables us to present training material, perform demonstrations and for the Attendees to work in a virtual classroom environment using virtual machines supplied through the Training Platform.

In order for an Attendee to participate in one of our Online Training Modules ('**Course Module**') the following Pre-Course Module Attendance Technical Instructions must be conducted and followed by each Attendee prior to the scheduled date of the Module they are attending.

1. Platform Test

Each Attendee must successfully test that they are able to access the Training Platform using the test link sent to them in their course module joining instructions. Each Attendee must conduct the test using the same computer, camera, microphone and network as they plan to use during the Course Module.

2. Basic Technical Requirements

Attendees must check and ensure the following are in place and will be available to them during the Course Module:

- An internet connection.
- A supported browser (Chrome v51+, Mozilla Firefox).

3. Audio / Video Requirements

Attendees will require a working webcam/video, microphone and speakers. There is no phone/dial in option available on the Course Module.

4. Network Requirements

Attendees must check with their internal IT support team to ensure that:

- Port 443 is open; and
- Websocket traffic is allowed in the organisation's firewall including both ws and wss.

5. White-list the following domains

Attendees must ensure that the following domains are white-listed by their organisation:

- *.strigo.io
- *.opentok.com
- *.tokbox.com
- *.googleapis.com

- *.gstatic.com
- *.firebase.com
- *.firebaseio.com
- *.nodechef.com
- s3-eu-west-1.amazonaws.com

6. Ad blockers/ Script Blockers

During the Course Module we recommend that you disable any ad blockers and script blockers.

SCHEDULE C

Technical Support

1. Definitions and Interpretation

Authorised Administrator: the nominated individual(s) within the Customer organisation who are authorised to nominate Named Support Users.

FME: third party software, proprietary of Safe Software inc. miso is an authorised reseller of Safe Software products and services.

Named Support Users: Support Users nominated and authorised to raise Support Tickets by the Authorised Administrator

Support Platform: Jira Service Desk, a web-based support platform owned by Atlassian, a third party, used by us to deliver the online Technical Support Service and used by Support Users to log Support Tickets

Support Ticket: a Ticket requesting support, raised by a Support User on the Support Platform, relating to a single subject, irrespective of duration.

Support User(s): individuals within the Customer organisation who are authorised to raise Support Tickets by the Authorised Administrator.

2. Technical Support Service

2.1. FME Technical Support only.

2.2. Technical support includes:

- (a) Software not working as intended.
- (b) Configuration issues.
- (c) Software Code issues.
- (d) Advice for Installation and updating of licences and software.
- (e) Support for minor faults that do not require major redesign of workspaces or software.
- (f) Reporting and fixing of bugs and glitches.
- (g) General Queries and Housekeeping.

2.3. Technical Support does not cover:

- (a) Training of staff members.
- (b) How to guides.
- (c) Production and assistance in the production of new workspaces.
- (d) Review and Improvement of workflows and deployments.
- (e) Consultancy for new projects.
- (f) Hardware support.
- (g) Diagnosis or support for third party products and software that are not sold by miso or for which a support package has not been purchased.
- (h) Remote Access. We do not provide remote access as a part of our support service.
- (i) Problems caused by damaged software or use or modification of software, not as provided in the software documentation.

2.4. The purchase of your Services Subscription entitles up to 3 Named Support Users to collectively raise up to 25 Support Tickets on our Support Platform within a 12 month Term.

3. Permitted Purpose

3.1. In addition to the Permitted Purpose detailed in Schedule A, Technical Support may only be used by the 3 Named Support Users

4. Technical Support Service Use

4.1. Tickets must be raised using the online Technical Support Platform.

4.2. Named Users must log into the Platform to view responses.

4.3. Tickets can be logged our Support Platform at any time. However, the target response times set out in

Schedule C(1) shall only apply during our Business Hours (“Support Hours”).

- 4.4. Unused Support Ticket entitlements will not be rolled over to an additional Term.
- 4.5. Additional Support Tickets may be purchased by contacting your Account Manager or sales@misportal.com
- 4.6. miso will use best endeavours to ensure our Support Platform is available to you during Support Hours. miso reserves the right to change the Support Platform provider at any time giving 14 days notice or provide an alternative solution with less than one days notice should our third party Support Platform provider experience problems outside of our control resulting in Support Platform downtime.

5. Your Obligations

- 5.1. You must only raise Support Tickets using our Support Platform.
- 5.2. You must provide us with accurate and complete details of the Authorised Administrator at the point of first ordering the Service from us.
- 5.3. You will ensure that your details and those of Authorised Administrator(s) and Support User(s) are kept accurate and up to date and that we are promptly notified of any changes.
- 5.4. You will ensure that you, the Authorised Administrator(s) and each Support User keeps their login credentials for the Service confidential.
- 5.5. You must notify us should an Authorised Administrator or Named Support User leave the Organisation.
- 5.6. You must notify us immediately of any breach of security or unauthorised use of the Technical Support Service that you become aware of.
- 5.7. You agree that you will be solely responsible (to miso and others) for all activity that occurs under your organisations Technical Support account on the Support Platform.
- 5.8. You warrant to cover all reasonable costs incurred by us should an upload by you to the Technical Support Service be found to contain Malware including but not limited to Trojans, Spyware and Viruses

6. Raising a Support Ticket

- 6.1. See Schedule C(1)

7. Escalation Process

- 7.1. See Schedule C(2)

SCHEDULE C(1)

Raising a Support Ticket

1. We will provide you with an online Technical Support Platform for the logging of Tickets.
2. Tickets logged through the Technical Support Platform will be automatically acknowledged by an email which includes a unique ticket identifier.
3. We use reasonable endeavours to respond to the Ticket during Business Hours within the target times detailed in Table 1 below (“**Target Response Times**”). Response Times are calculated in respect of Support Hours only.

TABLE 1

The timescales set out in this table shall be calculated in relation to the Business Hours only.

Priority	Definition	Target Response Time	Target Progress updates to customer (no later than):
P1	Problematic – Product failing on a regular basis or problems occurring within specific functions or facilities	Within 4 hours from time we have received the Ticket notifying us of the problem	Every 8 hours from receipt of all relevant information, unless otherwise agreed
P2	Non-Critical – Occasional Product failure or problems that can be worked around without undue difficulty or disruption to the Customer’s business	Within 4 hours from time we have received the Ticket notifying us of the problem	Every 8 hours from receipt of all relevant information, unless otherwise agreed
P3	Information – No particular disruption to Customer’s business	Within 8 hours from the time we have received the Ticket notifying us of the problem	Every 16 hours from receipt of all relevant information, unless otherwise agreed

5. Each Support Ticket will be issued with a priority number by us from P1 (highest) to P3 (lowest) as detailed in Table 1 above.
 - a. In the initial response to a ticket, the support consultant will provide an estimated target resolution time.
 - b. The target resolution time may be altered in discussions between miso and the Customer from time to time. Such alterations shall be at the discretion of miso and dependant on the specific circumstances in question.

SCHEDULE C(2)

Escalation Process

1. We will provide you with an online Technical Support Platform for the logging of Tickets.
2. Tickets passed back from miso to the Customer will cause the Response Time clock to be suspended. The clock is restarted when the ticket is passed back to miso by the Customer.
3. The Support Manager will use all reasonable endeavours to resolve the ticket before the next progress update is due. Should this target resolution time elapse without resolution of the ticket, the ticket will, if it is deemed in the reasonable opinion of the Support Manager to be necessary, or if reasonably requested by the Customer, be escalated to an Account Manager, who will decide, after discussions with the Customer, on the most appropriate course of action.
4. Should the ticket still not be resolved before the next progress update is due, the ticket will, if it is deemed in the reasonable opinion of the Account Manager to be necessary, or if reasonably requested by the Customer, be escalated to the Managing Director of miso.
5. miso has no obligation or liability under this Agreement to remedy any fault in a third party product it has supplied to the Customer where correction of that fault may be covered under any third party contract which the Customer could have put in place from such vendor, whether or not the Customer has in fact done so.
6. miso may determine that a Support Ticket falls outside of our Technical Support Service and is Professional Consultancy in nature. In these circumstances, miso shall contact the Customer to establish if the Customer wishes to call-off any unused Enabler Days allocation for that Quarter to resolve the issue.
7. Where a ticket has been actioned in accordance with the procedures set out in this Agreement, then the ticket will be closed by miso. When miso proposes to close a ticket, it will send an e-mail to the ticket holder informing them of that proposal. If the Customer does not reply to that e-mail within One Working Day objecting to the ticket being closed, then miso may close the ticket. If the Customer responds to that e-mail the ticket will remain open. If the Customer wishes to reopen a closed ticket they can do so at any time by replying to the e-mail with the ticket reference number in the subject header. miso and the Customer shall then discuss in good faith the further resolution of the ticket. miso reserves the right to close a ticket without the consent of the Customer in the following circumstances:
 - a. where the fault complained of is due to a bug identified within a third party Product, and for which no fix is currently available;
 - b. where a bug-fix or an upgrade is available in respect of a bug within a Product and miso has informed the Customer how it may be obtained;
 - c. where the fault complained of is caused by a conflict within the Customer's hardware and/or software;
 - d. where no response has been received from the Customer for 10 Working Days following the last communication from miso.

SCHEDULE D

Enabler Days

1. Definitions and Interpretation

Authorised Administrator: the nominated individual(s) within the Customer organisation who are authorised to Call-Off Enabler Days.

Call-Off: the process of booking and using an Enabler Day(s) as detailed in the Call-Off Process section of this schedule.

Consultancy Services: tailored Professional Services within the scope of those detailed in the Order Form or any other professional services we deem to qualify as Consultancy services for the purpose of providing the Enabler Day Service to you.

Enabler Day: an off-site, 8 hour period that can be used for tailored Consultancy Services.

Quarter: a 3 month period that starts on the Commencement Date and continue 3 monthly thereafter until the end of the Term.

2. Permitted Purpose

- 2.1. In addition to the Permitted Purpose detailed in our Terms and Conditions our Enabler Day Service must only be used:
 - (a) For the internal business use of the Customers organisation

3. Enabler Day Service

- 3.1. Enabler Days may be used for tailored Professional Services within the scope of those detailed in the Order Form or any other professional services we deem to qualify as Consultancy services for the purpose of providing the Enabler Day Service to you
- 3.2. 1 Enabler Day is equal to 8 hours
- 3.3. You may Call-Off a maximum of 2 Enabler Days Per Quarter using the Call-Off Process.
- 3.4. Enabler Days are off-site days.
- 3.5. On-site days may be Called-Off at our sole discretion. Any travel time will be deducted from the Enabler Day allocation for that Quarter.
- 3.6. Unused Enabler Days expire at the end of each Quarter and may not be carried forward to another Quarter.
- 3.7. Additional Enabler Days may be purchased by contacting your miso Account Manager or emailing sales@misportal.com
- 3.8. Enabler Days are delivered on Business Days and during Business Hours only.

4. Call-Off Process

- 4.1. Only an Authorised Administrators can book and authorise the use of Enabler Days
- 4.2. To use an Enabler Day or multiple Enabler Days the Authorised Administrator must contact their miso Account Manager or email sales@misportal.com
- 4.3. The scope of the work to be done must be agreed in writing between the Customer and miso prior to the commencement of any Consultancy Services.
- 4.4. Enabler days must be booked by the customer giving a minimum of 1 calendar months notice of when the Professional Services work needs to be carried out.
- 4.5. miso will book the work to be carried out in the next available Consultancy timeslot provided the Customer has unused Enabler Days remaining for that Quarter.
- 4.6. Enabler Days are used based on time spent by our Consultants rather than a fixed time for the scope of the work to be performed.
- 4.7. If the Professional Services to be carried out exceeds the unused Enabler Days for the Quarter the Consultants will pause the work and the Customer will be asked if they would like to purchase additional

Enabler Days.

5. Your Obligations

The Customer shall:

- 5.1. Provide us with accurate and complete details of the Authorised Administrator at the point of first ordering the Service from us.
- 5.2. Ensure that your details and those of Authorised Administrator(s) are kept accurate and up to date and that we are promptly notified of any changes.
- 5.3. Co-operate with miso in all matters relating to the work to be completed using an Enabler Day.
- 5.4. Provide any clarification required by miso in the interpretation of the work to be completed.
- 5.5. Provide, for miso, its affiliates, agents, third party service providers, Consultants and employees, in a timely manner and at no charge, access to the Customer's data and systems as required by miso for the provision of the Service.
- 5.6. Ensure that any data provided to us by the Customer and Customer Personal Data deemed as a special category of Data under GDPR is not given to us in any form unless pre-agreed by us in writing
- 5.7. Obtain and maintain all necessary licences, consents, and permissions necessary for miso, its contractors, and agents to perform their obligations under this Agreement.
- 5.8. Ensure that your network and systems comply with the relevant specifications provided by miso from time to time
- 5.9. Provide, in a timely manner, such information as miso may require for the provision of the Services, and ensure that it is accurate in all material respects;
- 5.10. Carry out its obligations as agreed in writing with miso.

SCHEDULE E(1)

Data Protection

1. Definitions and interpretation

1.1 In this Schedule, unless the context otherwise requires:

"**DP Regulator**" means any governmental or regulatory body or authority with responsibility for monitoring or enforcing compliance with the Data Protection Laws;

"**Data Subject Request**" means a request from a Data Subject to exercise its rights under the Data Protection Laws in respect of that Data Subject's Personal Data;

"**Security Breach**" means any actual loss, unauthorised or unlawful processing, destruction, damage, or alteration, or unauthorised disclosure of, or access to the Customer Personal Data, and terms defined in a provision of this Schedule shall have the meaning given to them in that provision

2. Compliance with Data Protection Laws

2.1 miso shall comply with its obligations under the Data Protection Laws as they apply to it as a Data Processor of the Customer Personal Data.

2.2 The Customer shall comply with its obligations under the Data Protection Laws as they apply to it as a Data Controller of the Customer Personal Data.

3. Processing and security

3.1 In performing its obligations under this Agreement, miso shall only process the categories of Personal Data and only in respect of the categories of Data Subjects, and only for the nature and purposes of processing and duration, as is set out in the Annex to this Schedule or as necessary to perform its obligations under this Agreement, save as otherwise required by any Applicable law.

3.2 In processing the Customer Personal Data, miso shall:

- (a) process Customer Personal Data only in accordance with the Customer's written instructions from time to time (including those set out in this Agreement) except as otherwise required by any Applicable Law;
- (b) not process the Customer Personal Data for any purpose other than those set out in the Annex and as necessary to perform its obligations under this Agreement unless otherwise expressly authorised by the Customer;
- (c) promptly notify the Customer if it receives a Data Subject Request in respect of Customer Personal Data;
- (d) as far as reasonably practicable, co-operate with and provide assistance to the Customer in relation to any Data Subject Request in respect of Customer Personal Data;
- (e) taking into account:
 - (i) the state of the art;
 - (ii) the nature, scope, context and purposes of the processing; and
 - (iii) the risk and severity of potential harm,protect the Customer Personal Data by ensuring that it has in place appropriate technical and organisational measures, including measures to protect the Customer Personal Data against the risks of a Security Breach; and
- (f) ensure that any persons authorised by miso to process Customer Personal Data are obliged to keep such data confidential.

3.3 miso shall, without undue delay after discovering any Security Breach or any failure or defect in security which leads, or might reasonably be expected to lead, to a Security Breach (together a "**Security Issue**") notify the Customer of the same.

3.4 Where a Security Issue arises, miso shall:

- (a) as soon as reasonably practicable, provide the Customer with details of the Security Issue, the actual or expected consequences of it, and the measures taken or proposed to be taken to address or mitigate it;
- (b) co-operate with the Customer, and provide the Customer with all reasonable assistance in relation to the Security Issue; and
- (c) unless required by Applicable Law, not make any notifications to a DP Regulator or any Data Subjects about the Security Issue without the Customer's prior written consent (such consent not to be unreasonably withheld or delayed).

4. Return or destruction of Personal Data

4.1 Subject to paragraph 4.2, miso shall return or, at the election of the Customer, irretrievably delete all Customer Personal Data in its control or possession when it no longer requires such Customer Personal Data to exercise or perform its rights or obligations under this Agreement, and in any event within 30 days following expiry or termination of this Agreement.

4.2 To the extent that miso is required by Applicable Law to retain all or part of the Customer Personal Data (the "**Retained Data**"), miso shall isolate and cease all processing of the Retained Data other than as required by the Applicable Law.

5. Audit

5.1 miso shall provide such information, reasonable co-operation and assistance in relation to any request made by the Customer (or its auditors, or its or their representatives) as necessary to demonstrate miso's compliance with the Data Protection Laws in relation to this Agreement.

6. Co-operation and assistance

6.1 miso shall co-operate with the Customer, and provide such information and assistance as the Customer may reasonably require, to enable the Customer to:

- (a) comply with the Customer's obligations under the Data Protection Laws (including Articles 32-36 of GDPR) in respect of Customer Personal Data; and
- (b) deal with and respond to investigations and requests for information relating to the Customer Personal Data from any DP Regulator.

6.2 If miso receives any complaint, notice or communication from a DP Regulator or other third party (excluding a Data Subject Request) which relates directly or indirectly to Customer Personal Data or to either Party's compliance with the Data Protection Laws, it shall notify the Customer as soon as reasonably practicable.

7. Sub-Processors

7.1 miso shall not subcontract any processing of the Customer Personal Data to any Sub-Processor except as authorised by the Customer in accordance with this paragraph 7. The Customer consents to miso engaging Sub-Processors to process the Data provided that: (i) miso provides at least 30 days' prior notice of the addition of any subcontractor (including details of the processing it performs or will perform) ("**Sub-Processor Notice**"); and (ii) miso complies with paragraphs 7.4 and 7.5 of this Schedule.

7.2 The Customer hereby consents to miso's use of the Sub-Processors listed at www.misoportal.com/legal/ which shall be maintained and updated when any Sub-Processor is added or removed in accordance with this paragraph 7.

7.3 If within 30 days of receipt of a Sub-Processor Notice the Customer notifies miso in writing of its refusal to consent to miso's appointment of a Sub-Processor on reasonable grounds relating to the protection of Customer Personal Data, then either: (i) miso will not appoint the Sub-Processor; or (ii) if miso does appoint the Sub-Processor, the Customer may elect to terminate the Agreement without penalty or cost to either party save that any portion of the fees paid in advance in respect of Services not yet delivered as at the effective date of termination shall be refunded to the Customer. If after 30 days from receipt of the Sub-Processor Notice the Customer has not indicated its refusal of the appointment of a Sub-Processor in accordance with this paragraph, then the Customer is deemed to have given its consent and miso shall be entitled to appoint the relevant Sub-Processor with immediate effect.

7.4 If miso appoints a Sub-Processor, miso shall ensure that:

- (a) such Sub-Processor shall only process Customer Personal Data in order to perform one or more of miso's obligations under this Agreement; and
- (b) it enters into a written agreement or other legally enforceable terms with that Sub-Processor prior to any processing by the Sub-Processor, requiring the Sub-Processor to:
 - (i) process Customer Personal Data only in accordance with the written instructions of miso or the Customer; and
 - (ii) comply with data protection obligations equivalent in all material respects to those imposed on miso under this Schedule.

7.5 Notwithstanding the appointment of a Sub-Processor, miso is responsible and liable to the Customer for any processing by the Sub-Processor in breach of this Schedule.

8. Transfer of Personal Data

8.1 miso shall only transfer Customer Personal Data outside of the EEA where there is adequate protection for such Customer Personal Data in accordance with applicable Data Protection Laws and as authorised by the Customer in accordance with paragraph 7.

8.2 As at the date of this Schedule the Customer consents to the transfers of Customer Personal Data to those non-EEA locations listed at www.misoportal.com/legal. miso shall ensure that such list is maintained and updated from time to time to reflect any changes.

9. Precedence

In relation to the subject matter of this Schedule and its Annex, in the event of any inconsistency between the provisions of this Schedule and the other provisions of the Agreement including any schedule or annex thereto, the provisions of this Schedule and its Annex shall prevail.

miso reserves the right to change their Data Protection Policy documentation and its location from time to time.

SCHEDULE E(2)

Data Processing Activities

We want you to know what Personal Data Processing activities happen when you use our Services.

1. Processing by the provider

1.1. Scope

To allow us to provide the Services Subscription service to you.

1.2. Nature

The Services Subscription is a yearly package of training, professional services days, and technical support wrapped up together.

1.3. Purpose of processing and types of personal data

We may process personal data for more than one lawful ground depending on the specific purpose for which we are using your data. Please contact us if you need specific details about the specific legal ground that we are relying on to process your personal data, where more than one ground has been set out in the table below.

Purpose / Activity	Type of data	Lawful basis for processing including basis of legitimate interest
To register you as a new customer	<ul style="list-style-type: none"> Identity Contact 	<ul style="list-style-type: none"> Performance of a contract with you
To process and deliver your order including payment and collection or recovery of those payments	<ul style="list-style-type: none"> Identity Contact Financial Transaction Marketing and communications 	<ul style="list-style-type: none"> Performance of a contract with you Necessary for our legitimate interests (debt collection)
To manage our relationship with you which will include: <ul style="list-style-type: none"> Notifying you about changes in our terms or privacy policy Asking you for feedback or take a survey 	<ul style="list-style-type: none"> Identity Contact Profile Marketing and communications 	<ul style="list-style-type: none"> Performance of a contract with you Necessary to comply with a legal obligation Necessary for our legitimate interests (to keep our records updated and to study how customers use our products/services)
To enable you to take part in a competition, prize draw, or survey	<ul style="list-style-type: none"> Identity Contact Profile Usage Marketing and communications 	<ul style="list-style-type: none"> Performance of a contract with you Necessary for our legitimate interests (to keep our records updated and to study how customers use our products/services)
To administer and protect our business and website (including troubleshooting, data analysis, testing, system maintenance, support, reporting and hosting of data)	<ul style="list-style-type: none"> Identity Contact Technical 	<ul style="list-style-type: none"> Necessary for our legitimate interests (for running our business, provision of administration and IT services, network security, to prevent fraud and in the context of a business reorganisation or group restructuring exercise) Necessary to comply with a legal obligation

To deliver relevant website content and advertisements to you and measure or understand the effectiveness of the advertising we serve to you	<ul style="list-style-type: none"> • Identity • Contact • Profile • Usage • Marketing and communications • Technical 	<ul style="list-style-type: none"> • Necessary for our legitimate interests (to study how customers use our products/services, to develop them, to grow our business and to inform our marketing strategy)
To use data analytics to improve our website, products/services, marketing, customer relationships and experiences	<ul style="list-style-type: none"> • Technical • Usage 	<ul style="list-style-type: none"> • Necessary for our legitimate interests (to define types of customers for our products and services, to keep our website updated and relevant, to develop our business and to inform our marketing strategy)
To make suggestions and recommendations to you about goods or services that may be of interest to you	<ul style="list-style-type: none"> • Identity • Contact • Technical • Usage • Profile 	<ul style="list-style-type: none"> • Necessary for our legitimate interests (to develop our products/services and grow our business)

1.4. Duration of the processing

Whenever we collect or process your personal data, we'll only keep it for as long as is necessary for the purpose for which it was collected. At the end of that retention period (usually no longer than seven years), your data will either be deleted completely or anonymised, for example by aggregation with other data so that it can be used in a non-identifiable way for statistical analysis and business planning. For information stored in backup archives, we will securely store the information and isolate it from any further use until deletion is possible.

2. Categories of data subject

2.1. When using this Service, the groups of individual's data by category

- Your *end users using the service* that you deliver
- The personal data about your *employees and contractors* that we collect as a Customer of ours to complete account administration and set up
- The personal data that we collect about the *service user access* technical information (e.g. browser, IP address)
- The details of your *employee and contractor interactions* with us when you require support for the Service (information that you choose to submit)

miso reserves the right to change their Data Processing Activities documentation and its location from time to time.