

# TERMS AND CONDITIONS

## TASKIZE CONNECT

Review Date: May 2022

### 1. DEFINITIONS

Defined terms shall be interpreted in accordance with the provisions of Schedule 1.

### 2. CONSIDERATION

In consideration for Taskize providing the Subscribed Services to the Client and the Users, the Client shall pay the Fee and provide the Client Data to Taskize, in each case in accordance with this Agreement.

### 3. USERS & USER SUBSCRIPTIONS

3.1 An Authorised User shall become an Active User upon accessing the Subscribed Services, and shall remain an Active User until the end of the Use Period. On such expiry, the User Subscription applicable to that Active User shall become available for use by another Authorised User.

3.2 The Client must ensure that:

3.2.1 each User Subscription shall only be used by one natural person in any Use Period or by an API User; and

3.2.2 the number of Active Users do not exceed the number of User Subscriptions outlined in the applicable Plan. If the Client allows the number of Active Users to exceed the identified limit during any applicable billing period, Taskize may increase the Fee for that billing period in accordance with the Fee schedule outlined in the applicable Plan.

3.3 The Client acknowledges that during periods where the number of Concurrent Users exceeds the limit outlined in the applicable Plan, service levels cannot be guaranteed (notwithstanding any additional payments that may be required under paragraph 3.2).

3.4 During the Term, the Client shall:

3.4.1 ensure the Relevant Information remains accurate and up-to-date; and

3.4.2 warrant that each Authorised User is an employee, agent, or contractor of the Client or an Affiliate. If an Authorised User ceases to be an employee, agent or contractor of the Client or an Affiliate, the Client shall notify Taskize as soon as practicable and procure that the Authorised User's access to the Subscribed Service is terminated and all Relevant Information relating to that Authorised User is removed.

### 4. USE OF THE SERVICE

4.1 The Client shall at all times remain responsible for the actions of itself and the Users arising in connection with the Subscribed Services.

4.2 The Client shall, and shall procure that each User shall, use the Subscribed Services only for the Purpose and in accordance with the Documentation, and in the case of a Client who is:

4.2.1 a Direct Client, only in carrying on the business of the Client;

4.2.2 a Sponsored Client, only in carrying out the business of such Client to the extent it relates to the business of the Sponsored Client's Sponsor; and

4.2.3 both a Direct Client and a Sponsored Client, 4.2.1 shall apply unless the Client is using the Services with their Sponsor, in which case 4.2.2 shall apply.

4.3 The Client shall not, and shall procure that each User shall not, under any circumstance attempt to:

4.3.1 copy, modify, distribute, disassemble, recreate user interfaces or functionality, derive unlicensed or undocumented capabilities or integrations, reverse compile or create derivated works from any portion of the protocols, Software or Documentation by any means;

- 4.3.2 access, download or make any use of the Services, Software and or Documentation to build a product, software or service that competes with the Services, Software and/or Documentation; or for any reason other than as permitted under paragraph 4.2;
  - 4.3.3 licence, sell, rent, assign or otherwise commercially exploit or make available the Services, Software and/or Documentation to any third party, other than as specifically permitted under this Agreement;
  - 4.3.4 upload any content that contains viruses, worms, trojan horses, corrupt files or any other equivalent that may damage operation of the Services or any other user's system, computer or device; or
  - 4.3.5 remove any proprietary notices from the Website or any materials made available to the Client by Taskize or through the Service.
- 4.4 If the Client becomes aware of any breach or likely breach of paragraphs 4.2 or 4.3, the Client shall notify Taskize as soon as practicable.
- 4.5 Taskize is not obliged to monitor the Client and the Users use of the Service (including the content of the bubble and the use of data) to ensure compliance with paragraphs 4.2 or 4.3, however may do so at its discretion. Where Taskize reasonably believes that there has been a breach, Taskize may without liability take any action set out in the Taskize Acceptable Use Policy.
- 4.6 Where the Client is entitled to use the Taskize API under a subscribed Plan, the Client agrees that it will:
- 4.6.1 comply with the Documentation applicable to the Taskize API and refrain from taking any action that impedes or corrupts the intent behind the Taskize API; and
  - 4.6.2 adhere to the Taskize API usage limits that may apply under that Plan; and
  - 4.6.3 check for code updates to the Taskize API from time to time, and implement such updates as soon as reasonably practicable (but no later than 3 years after such update takes effect).
- 4.7 Where the Client is entitled to use a Sandbox under a subscribed Plan, the Client agrees that:
- 4.7.1 the Sandbox may only be used as a test or development environment, and not as a production environment;
  - 4.7.2 Taskize assumes no liability in respect of the Sandbox or any data stored within it, and to the extent permitted by law, expressly disclaims all warranties and conditions of any kind, whether express or implied including, but not limited to, the implied warranties and conditions of merchantability, fitness for a particular purpose and non-infringement in respect of the Taskize Sandbox; and
  - 4.7.3 Taskize does not guarantee any service levels in respect of the Sandbox; and
  - 4.7.4 Taskize may switch off the Client's Sandbox:
    - (a) outside local Business Hours (based on location of Client's head office); or
    - (b) where it has not been accessed for 5 Business Days,
 provided that Taskize shall promptly switch the Sandbox back on if requested by the Client.

## 5. INTELLECTUAL PROPERTY

- 5.1 Subject to paragraph 8, Taskize owns the IPR and all other rights in any Software, Documentation and the technology and structure of the databases and directories created by Taskize in the provision of the Services, with effect from the date of creation.
- 5.2 Taskize grants to the Client for the Term:
- 5.2.1 the right to use the Taskize name and logo on its websites, screens and databases solely in connection with the provision and use of the Subscribed Services; and
  - 5.2.2 a non-exclusive, worldwide, royalty free and non-transferable right to permit Users to access and use the Software, Documentation, databases and/or directories solely for the Subscribed Services and subject to the provisions of this Agreement.
- 5.3 Taskize shall be entitled to use the Client's name and/or logo:
- 5.3.1 on its Website, screens and databases to the extent required to provide the Services in accordance with this Agreement; and

- 5.3.2 in lists giving examples of current users or subscribers to the Service
- 5.4 If the Client requires Taskize to cease its use of the Client's logo at any time during the Term of the Agreement, Taskize shall, as soon as reasonably practicable, cease such use. Requests to cease use must be sent to [legal@taskize.com](mailto:legal@taskize.com).

## **6. CLIENT DATA**

- 6.1 All Client Data remains the sole and exclusive property of the Client.
- 6.2 The Client grants Taskize a non-exclusive, perpetual, irrevocable, worldwide, royalty free, sub-licensable and transferable right to use, format, copy, transmit, anonymise and process the Client Data, only to the extent required to provide the Services contemplated under this Agreement. Without prejudice to the generality of this paragraph, the Client specifically acknowledges that Taskize may use anonymised Client Data and other information, data, material and / or content from one or more of the Clients to provide reports or provide other services. For the avoidance of doubt, the anonymising process shall not be reversible.
- 6.3 The Client warrants that it has the full right and ability to use any data (including the Client Data) that it shares in connection with the Services and that such use (and the use that Taskize may make of such data pursuant to the Documentation) does not breach the IPR of any third party. The Client shall indemnify Taskize in respect of any costs, loss, damages and/or expenses incurred by Taskize arising out of any breach of this paragraph 6.3. For the avoidance of doubt, Taskize does not access the data inputted within a Bubble (except to diagnose operational issues with Client's prior agreement) and has no right to use or disclose such inputted data other than for the provision of the Services contemplated under this Agreement.
- 6.4 The Client acknowledges that:
- 6.4.1 it is solely responsible for retaining or archiving any Client Data or other data generated or connected with the Service to the extent necessary to meet its or any Users' specific requirements (including legal and regulatory);
- 6.4.2 it is solely responsible and liable for the integrity, accuracy, legality and quality of its Client Data; and
- 6.4.3 Taskize is not obligated to verify, nor guarantees or warrants, the accuracy of any Client Data or client data provided by any other user of the Services, or any other data created or stored in connection with the Services.

## **7. DATA SECURITY AND COMPLIANCE WITH GDPR**

The Parties agree to comply with the data security requirements set out in Schedule 2.

## **8. THIRD PARTY PROVIDERS**

- 8.1 The Client acknowledges that:
- 8.1.1 Taskize may utilize third party providers to enable the delivery of the Service contemplated under this Agreement;
- 8.1.2 these arrangements with third party providers may be subject to restrictions on use or IPR, ownership or other proprietary rights;
- 8.1.3 where Taskize reasonably considers that any restrictions or obligations relating to these third party arrangements should be imposed on the Client and each User, Taskize shall provide the relevant details on the Website; and
- 8.1.4 The Client shall (and shall procure that each User shall) regularly check the website and comply with such restrictions or obligations.
- 8.2 The Client acknowledges that the Services are provided via the Website using the internet, and that any third party facilities utilised to access the Services is done so solely at its own risk.

## **9. SERVICE STANDARD**

- 9.1 Taskize shall ensure that the Subscribed Services are provided substantially in accordance with the Documentation.
- 9.2 The Client acknowledges and agrees on its own behalf and behalf of the Users that the Services may be subject to limitations, failures, delays and other problems inherent in the use of communication facilities and that such shall not constitute a breach of this Agreement.

## **10. FEES AND PAYMENT**

- 10.1 The Client shall pay the Fee to Taskize, which shall be invoiced as set out in the Order Form.
- 10.2 All amounts shall be payable in pounds sterling and are exclusive of value added tax (or any other similar tax which Taskize is obliged to apply in any jurisdiction) which shall be payable in addition.
- 10.3 The Client shall pay each invoice within 30 days after the date of such invoice.
- 10.4 Interest shall accrue on any amount not paid by the due date at a rate of 5% pa, commencing on the due date and continuing until fully paid.
- 10.5 The Client may dispute any element of the invoice by providing written notice to Taskize within 10 days of receipt of the invoice. Any undisputed portion of the invoice shall still be paid in accordance with this paragraph 10.

## **11. CONFIDENTIALITY**

- 11.1 Each Party shall, on an indefinite basis, hold the other Party's Confidential Information in confidence and shall not make the other Party's Confidential Information available to any third party, or use the other Party's Confidential Information for any purpose other than to perform its obligations under this Agreement.
- 11.2 The Parties acknowledge and agree that nothing in paragraph 11.1 is intended to prevent Taskize from disclosing (or facilitating the disclosure of) any Relevant Information or Client Data to other third parties to the extent required to provide the Services envisaged under this Agreement.

## **12. CLIENT'S OBLIGATIONS AND ACKNOWLEDGEMENTS**

- 12.1 The Client shall, and shall procure that each User shall:
  - 12.1.1 comply with the terms of the Policies;
  - 12.1.2 provide Taskize with the necessary assistance and access to data (including Client Data) as Taskize may reasonably require in order to render the Services, fulfil its obligations under the Agreement or comply with any Applicable Laws; and
  - 12.1.3 notify Taskize if it becomes aware of any local laws, rules or regulations that would have a material adverse effect on any of its obligations or acknowledgements set out in this Agreement.
- 12.2 The Client warrants to Taskize that:
  - 12.2.1 it has the necessary power, authority and right to give all confirmations, acknowledgements, consents and licences that it purports to give to Taskize whether on its own behalf or on behalf of any User pursuant to this Agreement; and
  - 12.2.2 neither it nor any User are deemed a designated person or are otherwise the subject of any sanction's regime (including UK HMT, EU and OFAC sanctions) that are applicable to Taskize given the nature of its business and activity.
- 12.3 If during the Term the Client becomes aware that any warranty in paragraph 12.2 is untrue or misleading, the Client shall notify Taskize as soon as practical. The Client shall indemnify Taskize against all claims, actions, losses, damages, expenses or costs that are suffered or incurred in connection with the Warranties in paragraph 12.2 being untrue or misleading.
- 12.4 The Client acknowledges and agrees (and shall procure that the Users acknowledge and agree) that:
  - 12.4.1 it assumes sole responsibility, and Taskize does not owe any related duty:
    - (a) for any results obtained, and conclusions drawn, from the use of the Services, Software and the Documentation;
    - (b) for ensuring that all Applicable Laws in connection with its and its Users use of the Service, Software and Documentation are complied with;
    - (c) for confirming the identity of each person/entity it deals with using the Services and carrying out any anti-money laundering, know your customer, sanctions checks or regulatory or other checks which it is required or considers desirable to undertake; and
    - (d) for the operation of the equipment used by the Client or any User in connection with the Services (including any equipment used to access, store, transmit or remove data in connection with the Service);

- 12.4.2 Taskize does not undertake or assume any responsibility or liability towards any person other than the Client (i.e. no responsibility or liability is owed to any User);
- 12.4.3 the Service involves persons from different entities who are subscribed to the Service interacting with each other and having access to, and receiving copies of, some or all of the Relevant Information and/or the Client Data and/or Bubbles;
- 12.4.4 all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by Applicable Law, excluded from this Agreement; and
- 12.4.5 the Services, the Documentation and, as applicable, the Software are provided to the Client on an "as is" basis.

### **13. LIMITATION OF LIABILITY**

- 13.1 This paragraph 13 sets out the entire liability of Taskize (including any liability for the acts or omissions of its employees, agents, sub-contractors or any other party for which it is responsible for) arising in connection with the Agreement, the Documentation, the Software and / or the Services, whether arising under contract, tort, negligence or otherwise.
- 13.2 Nothing in this Agreement excludes the liability of Taskize:
  - 13.2.1 for death or personal injury caused by that Party's negligence;
  - 13.2.2 for fraud or fraudulent misrepresentation; or
  - 13.2.3 to the extent such liability may not be excluded by law.
- 13.3 Taskize shall have no liability for any loss or damage arising from or in connection with:
  - 13.3.1 Indirect Loss;
  - 13.3.2 any acts or omissions which occur that are contrary to any provision of the Documentation or Taskize's reasonably provided written instructions;
  - 13.3.3 any acts or omissions of third parties not under the control of Taskize;
  - 13.3.4 any content (including Client Data or third party content) that is used or shared in accordance with this Agreement or as envisaged by the Service;
  - 13.3.5 any errors in information or data provided to Taskize by the Client, a User or any other user of the Services;
  - 13.3.6 any acts or omissions taken at the Client or a User's direction;
  - 13.3.7 any acts or omissions taken at a third party's direction (save where such action is in breach of this Agreement);
  - 13.3.8 any delivery failures or other damage relating to the transfer of content over communication networks and facilities, including the internet of the Service's network connections and telecommunications links;
  - 13.3.9 procuring and maintaining network connections and telecommunications links from any user of the Service's systems to Taskize systems;
  - 13.3.10 any infringement of IPR to the extent that it is based on the Client's use of the Client Data, Services, Software and/or Documentation after notice of the alleged or actual infringement from Taskize or any appropriate authority;
  - 13.3.11 any losses resulting from the Client or any other user revoking a licence to use their intellectual property or data (including Client Data) to the extent required to provide the Service; and
  - 13.3.12 each of the matters set out in paragraph 4.7 and 12.4.
- 13.4 In the event of a claim for infringement of the IPR of any third party, the Client's sole remedy is for Taskize to either (at its discretion) procure the right for the Client to continue using the Services, Software and/or Documentation, or replace or modify such so that they become non-infringing. If such remedies are not reasonably available, Taskize may at its discretion terminate the relevant Services and/or this Agreement on 30 days written notice to the Client without any liability to pay any damages or other costs to the Client, save for refunding any applicable Fees that have been pre-paid in relation to the period post termination.

- 13.5 Taskize's total aggregate liability for all other loss or damage not covered by paragraphs 13.2, 13.3 or 13.4 under or in connection with this Agreement, the Documentation, the Software, the Subscribed Services and/or the Services whether in contract, tort, negligence or otherwise shall be limited to the Capped Amount.
- 13.6 The Client shall procure that no User shall bring or threaten to bring any claim against Taskize under or in connection with this Agreement, the Documentation, the Software, the Subscribed Services and/or the Services. If a User does bring, or threatens to bring such claim, Client shall indemnify and keep indemnified Taskize in respect of all and any costs, losses, damages and/or expenses incurred.

#### **14. TERM**

- 14.1 The agreement shall commence on the Commencement Date and shall continue for the Initial Subscription Period, and unless otherwise specified in the Order Form, shall thereafter automatically renew at the end of each period for a further period of 12 months.
- 14.2 Prior to the commencement of a renewal period contemplated under paragraph 14.1, Taskize may notify the Client of any Fee or Plan Fee change in relation to that renewal period by providing at least 90 days written notice to the Client prior to such renewal period taking effect.
- 14.3 Either Party may prevent the agreement automatically renewing under paragraph 14.1 and terminate the Term at the end of the current period, by providing at least 30 days written notice to the other prior to such renewal period taking effect.

#### **15. TERMINATION & SUSPENSION**

- 15.1 This Agreement may be terminated immediately, without prejudice to any other rights a Party may have, by the terminating Party providing written notice to the other Party in the following circumstances:
- 15.1.1 by Taskize in the event of a payment breach, provided that the Client has received written notice providing specifics of the payment breach, and the Client has failed to cure the breach within 14 days of receiving such notice;
  - 15.1.2 by the non-defaulting Party in the event of a material non-payment breach of this Agreement, provided that the defaulting Party has received written notice providing specifics regarding the material non-payment breach, and it has failed to cure that breach within 30 days of receiving such notice;
  - 15.1.3 by the non-affected Party in the event of an Insolvency Event affecting the other Party; or
  - 15.1.4 by Taskize in the event that Taskize reasonably believes that the Client or an Authorised User is no longer a suitable user of the Service (for example, in the event that a person is made subject to a sanctions regime).
- 15.2 Where Taskize has the right to terminate under clause 15.1, Taskize may instead elect, in its sole discretion, to terminate or suspend a Client's (or any User's) access to the Subscribed Services.
- 15.3 On termination of this Agreement for any reason (and notwithstanding the terms of any Policy):
- 15.3.1 except in relation to the licence granted under paragraph 6.2, all licences granted by either Party shall be terminated and all User's access to the Taskize platform shall be disabled from the date of termination; and
  - 15.3.2 Taskize shall reasonably co-operate with the Client for one month post termination to provide any archived Bubble content that it is entitled to, but has not yet received, pursuant to the Taskize Record Retention Policy. Taskize may dispose of any Client Data and/or records relating to the Client or any User's use of the Service post this period.
- 15.4 Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the Parties (including any right to claim damages for contractual breach) that have accrued up to the date of termination or expiry.
- 15.5 Any Documentation provision that is expressly or by implication intended to remain in force post termination of this Agreement (including paragraphs 6.2, 7, 11, 13, 15.4, 15.5, 16, 17, 18, the Client's obligations under the Client Record Retention Policy and the Client's obligation to pay the Fee for the unexpired portion of any applicable term contemplated under paragraph 14.1) shall remain in full force and effect.

**16. DISPUTE RESOLUTION, GOVERNING LAW AND JURISDICTION**

16.1 In the event of a dispute between the Parties:

16.1.1 the Parties must use all reasonable endeavours to resolve the dispute as soon as possible; and

16.1.2 if the dispute cannot be resolved within 60 days, or such other period as may be agreed between the Parties, the Parties must refer the matter to mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) model mediation procedure.

16.2 All (including non-contractual) disputes and claims arising out of this Agreement (or its subject matter or formation) are governed by the laws of England and Wales and, subject to paragraphs 16.1 and 16.3, the Parties irrevocably agree that the courts of England have exclusive jurisdiction to settle such disputes and claims.

16.3 Nothing in this paragraph 16 shall prevent a Party from seeking any interim or provisional relief concerning a dispute at any time, if required to protect the immediate interests of such a Party.

**17. NOTICES**

17.1 Any contractual notice to be given pursuant to this Agreement shall be in writing and shall be delivered by email, hand, or sent by first class pre-paid post to the other Party at its Legal Notice Contact.

17.2 A correctly addressed notice delivered by:

17.2.1 hand shall be deemed to have been received when delivered;

17.2.2 first class pre-paid post shall be deemed to have been received three days after the date of posting; and

17.2.3 email shall be deemed to have been received at the time of transmission (as shown by the timed printout obtained by the sender), or if delivery is not between the hours of 9am to 5pm (in the place of receipt) on a Business Day, at 9 am on the first Business Day following delivery.

**18. GENERAL**

18.1 Neither Party shall be liable under this Agreement to the extent it is prevented from performing its obligations (other than any payment obligation) by a Force Majeure Event, provided that the affected Party notifies the non-affected Party of such an event and its expected duration as soon as practical. Where such Force Majeure Event prevents an affected Party from performing its obligations for more than 60 days, the non-affected Party may terminate this Agreement, with immediate effect, by providing written notice to the affected Party.

18.2 The Client agrees that Taskize may at any time during the Term, unilaterally amend these Terms and Conditions to the extent reasonably required to comply with any Applicable Laws by providing written notice of such amendment on the Website.

18.3 If there is any inconsistency between any of the provisions of:

18.3.1 these Terms and Conditions or the Order Form, then the Order Form shall prevail; and

18.3.2 the Agreement and the Policies then this Agreement shall prevail.

18.4 Only waivers that are in writing shall constitute a valid waiver. No failure or delay to exercise a valid right shall constitute a waiver.

18.5 Each of the provisions of the Agreement shall be construed as a separate and independent provision and shall not be limited or restricted by any other provision. If any provision (or part of a provision) of the Agreement is invalid, the other provisions will remain in effect. To the extent that such a provision would be valid if some part of it were deleted, that provision shall apply with whatever modification is necessary to give effect to the commercial intention of the Parties.

18.6 This Agreement constitutes the whole agreement between the Parties and supersedes any previous arrangement, understanding or agreement between them relating to such subject matter. Each Party acknowledges that it does not rely on any undertaking or promise outside of this Agreement.

18.7 The Client shall not, without the prior written consent of Taskize, assign, transfer, charge, or deal in any other manner with all or any of its rights or obligations under the Agreement.

18.8 Nothing in this Agreement is intended to, or shall operate to, create a partnership between the Parties, or authorise either Party to act as agent for the other, and neither Party shall have the authority to act in the name or on behalf of or otherwise to bind the other Party in any way.

- 18.9 This Agreement does not confer any rights on any person or party (other than the parties to this Agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 18.10 The rights of the Parties to terminate, rescind or agree any variation, waiver or settlement under this Agreement are not subject to the consent of any other person.

## **19. INTERPRETATION**

In these Terms and Conditions, unless otherwise specified:

- 19.1 a reference to the Terms and Conditions or any document or statute referred to in these Terms and Conditions shall be construed as reference to that document or statute, as validly amended, varied, replaced or supplemented from time to time;
- 19.2 references to a "person" shall be construed so as to include any individual, firm, company, government, state or agency of a state, local or municipal authority or government body or any joint venture, association or partnership (whether or not having separate legal personality);
- 19.3 references to writing shall include any modes of reproducing words in a legible and non-transitory form and shall include electronic mail;
- 19.4 references to times of the day are to London time, and any reference to a "day" (including within the phrase "Business Day") shall mean a period of 24 hours running from midnight to midnight;
- 19.5 headings and titles are for convenience only and do not affect the interpretation of these Terms and Conditions;
- 19.6 references to "costs" and/or "expenses" incurred by a person shall not include any amount in respect of VAT comprised in such costs or expenses for which either that person or, if relevant, any other member of the VAT group to which that person belongs is entitled to credit as input tax;
- 19.7 references to "£" are to pounds sterling and reference to any amount in such currency shall be deemed to include reference to an equivalent amount in any other currency;
- 19.8 general words shall not be given a restrictive meaning by reason of the fact that they are followed by particular examples intended to be embraced by the general words; and
- 19.9 the provisions of regulations 9 and 11 of The Electronic Commerce (EC Directive) Regulations 2002 shall not apply to this Agreement.

### Schedule 1: Definitions and interpretation

In these Terms and Conditions, the following words or expressions shall have the following meanings:

<b>Active User</b>	an Authorised User who has become, and has not ceased to be, an Active User pursuant to paragraph 3.1;
<b>Adequacy Decision</b>	draft decision affirming the adequate protection of Personal Data by the United Kingdom issued by the European Commission on 19 February 2021, and includes any subsequent formal confirmation or extension of such decision;
<b>Affiliate</b>	any subsidiary or subsidiary undertaking of the Client, parent undertaking of the Client, any subsidiary or subsidiary undertaking of such parent undertaking (and for the purposes of this Agreement “subsidiary”, “subsidiary undertaking”, and “parent undertaking” shall be construed in accordance with Sections 1159 and 1162 of the Companies Act 2006);
<b>Agreement</b>	these Terms and Conditions, the Order Form and any other documents incorporated by reference;
<b>API User</b>	a running instance of a computer program accessing Taskize functionality autonomously via the TaskizeAPI solely for the benefit of the Client or an Affiliate. Multiple running instances of a program are each separate API Users;
<b>Applicable Laws</b>	any applicable laws, regulations or rules of, or a request from, any relevant regulator, governmental or administrative body or authority or which is necessary to comply with any binding decision, judgement, undertaking or obligation of a Party;
<b>Authorised User</b>	a natural person who is: <ul style="list-style-type: none"> <li>i. an employee, agent, or contractor of the Client or an Affiliate; and</li> <li>ii. who the Client has provided Relevant Information to Taskize about for the purposes of enabling that person to use the Service;</li> </ul>
<b>Bubble</b>	the record of an interaction between i) the Client or a User and /or ii) zero or more Users and /or iii) zero or more third party users of the Service;
<b>Business Day</b>	a day other than a Saturday or Sunday or public holiday in England when banks in London are open for business;
<b>Capped Amount</b>	the higher of: <ul style="list-style-type: none"> <li>i. total Fees paid by the Client during the 12 months immediately preceding the date on which the claim arose; and</li> <li>ii. £10,000;</li> </ul>
<b>Client</b>	the entity named as the Client in the Order Form;
<b>Client Data</b>	the Personal Data, data, information and/or material inputted by the Client and/or any User to the Services or otherwise provided by it or any User in connection with the Service or provided to Taskize;
<b>Commencement Date</b>	the commencement date of this Agreement being the date set out in the Order Form;
<b>Concurrent Users</b>	the maximum number of Active Users using the Subscribed Services in relation to a Plan during any given hour. Concurrent Users shall be equal in number to User Subscriptions unless otherwise stated on the Order Form;
<b>Confidential Information</b>	in respect of either Party any information, data and/ or material that is proprietary and/or confidential and is either clearly labelled as such or is by its nature of a proprietary and/or confidential nature <b>except</b> information which: <ul style="list-style-type: none"> <li>i. is or becomes publicly known other than through any act or omission of the receiving Party;</li> <li>ii. is disclosed by Taskize pursuant to a provision of this Agreement or a Policy. For the avoidance of doubt, Taskize does not access the data inputted within a Bubble (except to diagnose operational issues with Client’s prior agreement) and has no right to use or disclose such inputted data other than for the provision of the Services contemplated under this Agreement.</li> <li>iii. was in the other Party’s lawful possession before the disclosure;</li> <li>iv. is lawfully disclosed to the receiving Party by a third party without restriction on disclosure;</li> <li>v. is independently developed by the receiving Party, which independent development can be shown by written evidence; or</li> <li>vi. is required to be disclosed by law, by regulation, by any court of competent jurisdiction or by any regulatory, supervisory or administrative authority or body (in which case the disclosing Party shall notify the other Party, unless this is in conflict with Applicable Laws);</li> </ul>

<b>Direct Client</b>	a Client who is a paying subscriber with a Plan which entitles it to use Subscribed Services for their own business purposes as set out in the Order Form;
<b>DP Laws</b>	all data protection and privacy legislation in force from time to time as applicable to a Party including, UK GDPR, the UK Data Protection Act 2018, and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.  UK GDPR is the retained version of the EU General Data Protection Regulation ((EU) 2016/679) in the UK, as defined in s.3(10) of the Data Protection Act 2018, and as supplemented by s.205(4), and all references in this Agreement to "GDPR" are to UK GDPR unless otherwise stated.
<b>Documentation</b>	the Order Form, these Terms and Conditions, the Policies, and the Product Specification on the Website from time to time;
<b>Fee</b>	all amounts set out in the Order Form as being payable by the Client to Taskize;
<b>Force Majeure Event</b>	any acts, events, omissions or accidents beyond a Party's reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of Taskize or 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 (including any change to such law, order, rule, regulation or direction), accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors;
<b>Initial Subscription Period</b>	the period of 1 year from the Commencement Date unless otherwise stated on the Order Form;
<b>IPR</b>	all trade secrets, patents and patent applications, trade or service marks (whether registered or unregistered and including any goodwill acquired in such trade or service marks), trade / business names, internet domain names, e-mail address names, copyright (including rights in computer software), moral rights, database rights, design rights, rights in know-how, rights in inventions (whether patentable or not) and all other intellectual property and proprietary rights (whether registered or unregistered, and any application for the foregoing), and all other equivalent or similar rights which may subsist anywhere in the world;
<b>Indirect Loss</b>	any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under or in connection with this Agreement, the Documentation, the Software, the Subscribed Services and/or the Services, whether in contract, tort (including for negligence or breach of statutory duty), misrepresentation, restitution or otherwise;
<b>Insolvency Event</b>	any event where: <ul style="list-style-type: none"> <li>i. a Party stops or suspends its business or payment of its debts or any class of its debts generally or is or becomes unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986) or otherwise becomes insolvent; or</li> <li>ii. a receiver or administrative receiver is appointed in respect of a Party or the whole or any material part of its assets or undertaking, a Party requests the appointment of such a person or any step is taken to enforce any charge, mortgage or other security interest over all or any material part of its assets or undertaking or any of the same is or becomes enforceable; or</li> <li>iii. a voluntary arrangement under section 1 of the Insolvency Act 1986, a scheme of arrangement under part 26 of the Companies Act 2006, or any other arrangement, compromise or composition of a Party's debts, or any class of its debts, is proposed or made by or with a Party; or</li> <li>iv. circumstances arise or events occur in relation to a Party or any of its material assets in any country or territory in which it carries on business or to the jurisdiction of whose courts it or any of its assets is subject, which corresponds to or has an effect equivalent or similar to any of those stated in paragraphs i,ii and iii above.</li> </ul>
<b>Legal Notice Contact</b>	shall, for each of the Parties, be the address and/or email stated as the Legal Notice Contact for that Party on the Order Form. Such Legal Notice Contact may be amended

	by notice to the other party in accordance with the terms of paragraph 17 from time to time;
<b>Member State</b>	means a member state of the European Union, which does not include the United Kingdom;
<b>Order Form</b>	the Order Form entered into by the Client subscribing for the Subscribed Services (as such may be amended or replaced from time to time);
<b>Party</b>	Taskize or the Client, as applicable, each of which are a party to this Agreement (and “ <b>Parties</b> ” shall be interpreted accordingly);
<b>Personal Data</b>	shall have the same meaning as in the DP Laws;
<b>Plan</b>	a service plan subscribed for by the Client and as detailed on the Order Form;
<b>Plan Fee</b>	the Plan Fee set out in the Order Form in respect of any Plan;
<b>Policies</b>	the Taskize Connect Policies (and such reference includes any updated or replacement policy in existence from time to time) which are available on the Website from time to time in the section entitled “Policies”;
<b>Process or Processing</b>	in the context of Personal Data, any operation or set of operations which is performed upon Personal Data, such as but not limited to, collection, recording, organization, storage, use, retrieval, transmission, erasure or destruction;
<b>Product Specification</b>	the document of that name available on the Website from time to time;
<b>Purpose</b>	to allow staff from one or more companies (including the Client) to communicate with other companies to resolve issues, as further restricted by the Scope of Use.
<b>Relevant Information</b>	the name, phone number, email address and job title of each User and such other information as Taskize may reasonably request in relation to such Users;
<b>Scope of Use</b>	additional restriction on the Purpose as may be set out in the Order Form;
<b>Sandbox</b>	a non-production instance of the Taskize Software or Service which Taskize may make available to the Client for testing purposes from time to time;
<b>Services</b>	all of the services provided by Taskize (and <b>Service</b> shall be construed accordingly);
<b>Software</b>	the computer programs that may be licensed by Taskize under this Agreement, including but not limited to, any third-party proprietary or open source software that is embedded into, or otherwise furnished by Taskize and any software applications, developments, customisations, enhancements, updates, upgrades, releases, replacement or successor products, defect or error corrections, patches and other modifications thereto provided to the Client together with the related Documentation;
<b>Sponsor(s)</b>	in relation to a Sponsored Client, the Client(s) sponsoring that Sponsored Client;
<b>Sponsored Client</b>	a Client whose access to the Subscribed Services is contingent upon one or more Sponsors as identified in the Order Form;
<b>Standard Contractual Clauses</b>	the standard contractual clauses for the transfer of personal data to processors established in third countries, as approved by the European Commission in Decision 2010/87/EU, or any set of clauses approved by the European Commission which amends, replaces or supersedes these;
<b>Subscribed Services</b>	those parts of the Service that are included in the Plan(s) subscribed for by the Client as set out in the Order Form;
<b>Taskize</b>	Taskize Limited incorporated and registered in England and Wales with company number 07921239 whose registered office is at 33 Cannon Street, London EC4M 5SB;
<b>Taskize API</b>	Taskize Application Programming Interface, as further described in the Documentation;
<b>Term</b>	the Initial Subscription Period together with any subsequent renewal periods;
<b>Use Period</b>	unless otherwise stated in the Order Form, a period of 90 days;
<b>User</b>	any: <ul style="list-style-type: none"> <li>i. Authorised User;</li> <li>ii. API User; and/or</li> <li>iii. Active User.</li> </ul>
<b>User Subscriptions</b>	the user subscriptions which entitle Active Users or API Users to access and use the Subscribed Services pursuant to this Agreement, as set out in the Order Form;
<b>Website</b>	the Taskize website which is currently <a href="http://www.taskize.com">www.taskize.com</a> and any subdomain of <a href="http://taskize.com">taskize.com</a> , as may be changed from time to time.



## Schedule 2: Data and Information Security

- 1.1 For the purposes of this Schedule 2 the terms "controller", "data subject", "joint controllers", "personal data", "process", "processor" and "processing" shall have the meanings given in the GDPR.
- 1.2 Client and Taskize warrant that each shall comply at all times with its obligations under the applicable DP Laws in respect of any Personal Data processed by it.
- 1.3 Client is the controller and Taskize is the processor for the purposes of the applicable DP Laws in respect of the processing of Personal Data input by a Client to Taskize Connect.
- 1.4 Taskize is the controller under the applicable DP Laws with regards to the Personal Data processing outlined in the Taskize Web Privacy Policy, whether such data is provided to Taskize by the relevant data subject or by the relevant Client. For the purposes of this paragraph 1.4, Taskize shall not be considered joint controllers with any such Client.
- 1.5 Client instructs Taskize to process the Personal Data, including to transfer Personal Data to any country which is not a Member State, only to the extent required to provide the Services in accordance with this Agreement.
- 1.6 Client will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to Taskize for the duration and purposes of the Agreement.
- 1.7 Client and Taskize acknowledge that Personal Data transferred between the Member States and the United Kingdom to the extent required to provide the Services under this Agreement shall be covered by the Adequacy Decision. In the event that the European Commission withdraws such Adequacy Decision, Taskize may, within 30 days of such withdrawal, unilaterally amend this Agreement to include the Standard Contractual Clauses in order to facilitate the continued transfer of such Personal Data between the Member States and the United Kingdom.
- 1.8 Taskize undertakes to the Client that it shall:
  - 1.8.1 process the Personal Data only in accordance with the Agreement or the Client's documented instructions from time to time unless required to do otherwise by law, in which case, to the extent permitted by law. If practicable, Taskize will inform the Client of this legal requirement prior to carrying out the processing;
  - 1.8.2 implement appropriate technical and organisational measures to protect Personal Data against unauthorised or unlawful processing and accidental destruction or loss;
  - 1.8.3 ensure that persons authorised to process Personal Data are obliged to keep the Personal Data confidential;
  - 1.8.4 not transfer any Personal Data outside of the European Economic Area except as required under this Agreement;
  - 1.8.5 taking into account the nature of the Processing and the information available to Taskize, assist the Client, at such Client's cost, in responding to any request from a Data Subject and in ensuring compliance with such Client's obligations under DP Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
  - 1.8.6 notify the Client as soon as reasonably practicable on becoming aware of a Personal Data Breach;
  - 1.8.7 at the written direction of the Client, delete or return Personal Data and copies thereof to the Client on termination of the Agreement unless required by applicable law to store the Personal Data; and
  - 1.8.8 maintain complete and accurate records and information to demonstrate its compliance with this Schedule 2 and, at the Client's cost, allow for audits by the Client or such Client's designated auditor.
- 1.9 The Client agrees that Taskize may engage third parties as sub-processors to process Personal Data in order to assist Taskize to deliver the Service, provided that Taskize shall impose on such sub-processors written contractual obligations in relation to processing of Personal Data that are equivalent to those imposed on Taskize under this Agreement. The Taskize website (currently posted at [www.taskize.com/sub-processors](http://www.taskize.com/sub-processors)) list sub-processors that are currently engaged by Taskize to carry out processing activities on Personal Data on behalf of the Client. At least 30 days before Taskize engages any new sub-processor to carry out processing activities on Personal Data on behalf of the Client, Taskize will update the applicable website

and provide Client with a mechanism to obtain notice of that update. If Client objects to a new sub-processor, than the Client may terminate this agreement by giving 30 days written notice. The Client consents to the use of sub-processors as described in this section. Except as set forth in this section, or as Client may otherwise authorise, Taskize will not permit any sub-processor to carry out processing activities on Personal Data on behalf of the Client.

- 1.10 The Client acknowledges its understanding that:
- 1.10.1 any information (including Personal Data) provided by it, or by a User, may be comprised in a directory which may be used by other users of the Service in order to contact an individual;
  - 1.10.2 any information (including Personal Data) provided by it, or by a User, in a Bubble may be read, collected, used and retained by third parties who access the Bubble and/or receive a record of the Bubble as envisaged by the Service;
  - 1.10.3 except to the extent required under the Agreement, Taskize cannot control the privacy, security, transfer or retention of information (including Personal Data) that the Client or any User chooses to share with third parties through a Bubble; and
  - 1.10.4 a record of each Bubble (including information regarding the Active Users in the Bubble, which may constitute Personal Data, and a record of the Bubble) will be:
    - (a) processed by Taskize in accordance with this Agreement; and
    - (b) made available and/or provided to third parties to the extent required to provide the Services contemplated under this Agreement.
- 1.11 The Client confirms in the event that a User revokes its consent to the sharing of Personal Data for the purposes of the Subscribed Services, the Client shall remove, or procure the removal of, all Relevant Information relating to that individual from the Services immediately and shall ensure that such person's access to, and ability to access, the Subscribed Services is immediately terminated.
- 1.12 The Client agrees that:
- 1.12.1 it will maintain reasonable administrative, technical and physical security measures designed to keep Personal Data and any other data received through the Services (including records of any Bubbles received by it) that is not owned by it as confidential; and
  - 1.12.2 it shall protect all such data from unauthorised access, destruction, use, modification or disclosure;
  - 1.12.3 it will identify to Taskize a contact point within its (or where applicable, its Affiliate's) organisation authorised to respond to enquiries concerning Processing of the Personal Data, and will cooperate with and assist Taskize in complying with its obligations under this Agreement and applicable DP Laws; and
  - 1.12.4 it is responsible for ensuring that each User shall keep confidential and secure a password allowing such user access to the Subscribed Services and otherwise comply with the IT Security Policy.
- 1.13 Taskize shall meet and maintain the system and application security, related industry certifications, external audits and other controls as documented in the Taskize IT Security Policy and Taskize Data Privacy Policy.