

Service Agreement

Our current terms and conditions for all contracts. Get in touch with your Finity representative if you have any questions regarding the below.

Finity Back Office Agreement

This services agreement (the "**Agreement**") consists inclusively of all Terms and Schedules below made between:

- (1) the individual or organisation detailed in the Order Form ("**Customer**"); and
- (2) Finity Back Office Limited (company registration number: 10440176, registered office: Spaces London Liverpool Street, C/O Finity Management Ltd, New Broad Street House, 35 New Broad Street, London, England, EC2M 1NH ("**Finity**");

each a "**party**" and together the "**parties**".

This Agreement should be read together with the Order Form and any references to this Agreement below include and incorporate the terms of the Order Form together with any other documents referred to in the Order Form or in this Agreement.

- Finity has developed and provides Finity Back Office, an online payroll software solution.
- The Customer wishes to use Finity Back Office for its internal business purposes.
- Finity has agreed to provide, and the Customer has agreed to pay for Finity Back Office, subject to the terms and conditions of this Agreement.

Terms and Conditions

Terms and Conditions in relation to Subscription and Implementation Services to be provided by Finity. These terms were last updated on 02 June 2025 and supersede any version previously issued.

1. BACKGROUND

1.1 Finity has developed the Finity Back Office software application which it makes available to business users through the internet on a pay-per-use basis.

1.2 Finity's "Finity Back Office" software service, as more particularly set out in the Order Form, enables named business users to access the service on their internet-enabled device and,

depending on which modules of the service they select, to view real-time payroll and employee information, view candidate data, process timesheets, raise invoices, and/or calculate tax liabilities for workers and the Customer (the **Purpose**) (the "**Finity Back Office Services**").

1.3 The Customer wishes to use the Finity Back Office Services in order to service:

1.3.1 Bureau Clients, being individuals or entities who process payroll on behalf of their underlying employer client; and/or

1.3.2 Direct Clients, being individuals or entities who employ individuals directly and who process payroll on their own behalf; and/or

1.3.3 Umbrella Clients, being individuals or entities who may offer some or all of the services of Bureau Clients and/or Direct Clients

(together the **Clients** and each a **Client**).

1.4 Finity agree to provide and the Customer agrees to use and pay for the Finity Back Office Services as well as any additional Training, Implementation, Configuration and Data Migration Services (as defined below) (together the "**Services**") that may be required and/or selected by the Customer subject to the terms and conditions of this Agreement in consideration of the payment of the Fees detailed in the Order Form. The Customer acknowledges that the provision of any other services besides those outlined above and, in this Agreement, shall be subject to additional charges, all of which will be set out and agreed between the parties in a Statement of Work.

1.5 The Customer understands that:

1.5.1 Certain aspects of the Services may interact with complementary third party services ("**Third Party Services**", as further defined below), which the Customer may choose to enable either independently or via an introduction or referral by Finity, and the Customer may or not be charged for those Third Party Services through Finity as set out in the Order Form. Such services shall be provided by the relevant third party subject to its terms and conditions and privacy policy in respect of the access to, collection, use, security and sharing of Customer and Client data and by agreeing to use such services, the Customer (and the Client) accepts and is bound by those third parties' terms and conditions and privacy policy, which (where applicable) shall be set out in the Order Form;

1.5.2 Finity are not responsible for and makes no warranties in respect of any Third Party Services provided to the Customer or Client, whether integrated with Finity's Services or not and whether or not Finity has introduced or referred the Customer to the third party and/or charged the Customer for those third party services as set out in the Order Form;

1.5.3 It is the Customer's responsibility to ensure that it has the prior consent of each Client to use the Services on behalf of and for the benefit of that Client and that the Client is fully aware of the basis on which the Services are made available to the Customer, and in particular, the use of Third Party Services and the collection and use of the Client's personal data and all other relevant terms which are set out in this Agreement; and

1.5.4 Where the Customer uses the Services on behalf of and for the benefit of a Client, the Customer shall ensure that the Client shall comply with the terms of this Agreement that impose any obligation or limitation on a Client as if each Client were a party to it.

2. INTERPRETATION

2.1 The definitions and rules of interpretation in this clause and in paragraph 1 (Background) apply in the Agreement.

Acceptable Use Policy: Finity's Acceptable Use Policy which is set out in Schedule 2.

Affiliates: Companies are affiliated when one company is a minority shareholder of another. Two companies may also be affiliated if they are both controlled by a separate third party.

Agreed Go Live Date: the date agreed by the parties for Go Live as set out in the Project Plan.

Authorised Users: those employees, agents and independent contractors of the Customer who are authorised by the Customer to use the Services and the Documentation for the Purpose for the benefit of Clients.

Backup Policy: Finity's Backup Policy which is set out in Schedule 2.

Billing Period: a period running alongside UK tax months, starting on the 6th of each calendar month to the 5th of the next calendar month.

Bureau Client: has the meaning given to it at clause 1.3.1.

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for normal banking business.

Client: a client of the Customer.

Control: the beneficial ownership of more than 50% of the issued share capital of a company or

the legal power to direct or cause the direction of the general management of the company, and **controls, controlled** and the expression **Change of Control** shall be construed accordingly.

Confidential Information: information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 13.5.

Consultancy Services: any services to be supplied by Finity to the Customer pursuant to the Agreement in addition to the Services, pursuant to a separate Statement of Work.

Contract Year: each 12 month period commencing on: (i) the Effective Date; and subsequently, (ii) each anniversary of the Effective Date during the Subscription Term.

Customer: the party to this Agreement named in the Order Form.

Customer Data: the data inputted by the Customer, Authorised Users, or Finity on behalf of a Client or, where applicable, directly by a Client using the Services for the Purpose.

Data Migration Fees: the fees payable by the Customer to Finity in relation to the Data Migration Services as set out in the Order Form.

Data Migration Services: the services provided by Finity in respect of the data migration element (if any) of setting up the Finity Back Office Services for a Customer.

Data Protection Law: the EU General Data Protection Regulation (Regulation 2016/679) ("EU GDPR"), the retained part of the EU GDPR forming part of the law of England and Wales pursuant to section 3 of the European Union (Withdrawal) Act 2018 ("UK GDPR") and the Data Protection Act 2018 or any applicable law which replaces, implements or transposes the same;

Direct Client: has the meaning given to it at clause 1.3.2.

Documentation: the document(s) made available to the Customer by Finity online which can be accessed at the Website which sets out a description of the Finity Back Office Services and the user instructions for those Services.

Due Date: the date on which payment of any Fees which are to be paid by the Customer under this Agreement must be paid to Finity.

Effective Date: the date of the Order Form.

Finity API: the software interface developed by Finity which enables the Services to interact with third party applications.

Finity Back Office Services: is defined in clause 1.2 of this Agreement.

Go Live: the date on which the Finity Back Office Services will be available for use by the Customer other than for testing and training purposes.

Initial Subscription Term: the initial term of the provision of the Finity Back Office Services as set out in the Order Form.

Minimum Subscription Fee: the minimum monthly subscription fee payable by the Customer to Finity in relation to the Finity Back Office Services as set out in the Order Form.

Normal Business Hours: 09:00 to 17:00 local UK time, each Business Day.

Order Form: the order form setting out details of the contract and containing the Customer's consent to this Agreement and which includes, but is not limited to, details of the Subscription Fees payable by the Customer together, if applicable, with any Training, Implementation, Configuration and/or Data Migration Services requires and associated Fees. The Order Form may be varied by a Supplemental Order Form from time to time. Where a Supplemental Order Form has been entered into by the parties, **Order Form** shall also include such Supplemental Order Forms.

Privacy Policy: Finity's privacy policy which is displayed on the Website from time to time.

Project Plan: the project plan agreed by the parties setting out the timetable for Go Live, the Agreed Go Live Date and the responsibilities of the parties in relation to Go Live.

Purpose: has the meaning given to it at clause 1.2.

Renewal Period: the period described in clause 18.1.

Services: the Finity Back Office Services, Training Services, Implementation Services, Configuration Services and/or Data Migration Services which are made available by accessing the Website (or any other website notified to the Customer by Finity from time to time) or any related Finity provided web portal(s).

SLA: the service level agreement which is set out in Schedule 1 and **Service Level** shall mean any of the service levels set out in the SLA.

Software: the online software applications provided by Finity as part of the Services.

Statement of Work: each statement of work which is agreed in writing and signed by the parties from time to time for Consultancy Services or any other services or deliverables outside the scope of this Agreement which are specified and agreed in such statement of work.

Subscription Fees: the subscription fees payable by the Customer to Finity for the User Subscriptions, in accordance with clause 11, as such subscription fees are set out in the Order Form but subject to Finity's right to increase such fees after expiry of the Initial Subscription Term in accordance with Clause 11.9 together, if applicable and subject always to the Minimum

Subscription Fee.

Subscription Term: has the meaning given in clause 18.1 (being the Initial Subscription Term together with any subsequent Renewal Periods).

Supplemental Order Form: means (if any) a supplemental order form entered into by the parties after the Effective Date and which sets out any changes to the Order Form.

Support Request: a request for support in relation to any problems or issues with the Services made by raising a ticket with Finity helpdesk strictly in accordance with the Support Services Policy.

Support Services Policy: the policy which is set out in Schedule 1.

Termination Sum: the sum payable by the Customer upon termination of this Agreement otherwise than in accordance with clause 18.1 or clause 18.2, equating to 50% of the Subscription Fees which would have been paid for the remaining Subscription Term, using the highest month of Subscription Fees to date and multiplying this by the number of months remaining of the Initial Subscription Term or the current Renewal Period.

The Agreement: these terms and conditions as amended by Finity from time to time, in addition to: (a) the Order Form; (b) Statement of Works (if any); and (c) any other contractual documents referred to in the Order Form or in this Agreement.

Third Party Services: means any services which are provided to the Customer or a Client by a third party and which are not provided directly by Finity as part of the Services and which may include (but are not limited to) products, services, websites, links, content, material, skills, integrations, both or applications.

Third Party Sites: any website which is operated by a third party.

Third Party Terms: the terms and conditions and privacy policies for any Third Party Services which the Customer accepts in connection with the Customers' use of Third Party Services and which Finity informs the Customer of from time to time, including, as of the Effective Date, those set out in the Appendix to the Agreement.

Training, Implementation, Configuration and/or Data Migration Services: the training, implementation, configuration and/or data migration services in relation to setting up the Finity Back Office Services agreed to be provided by Finity to the Customer pursuant to this Agreement.

Training, Implementation, Configuration and/or Data Migration Fees: the fees payable by the

Customer to Finity under the Agreement for the Training, Implementation, Configuration and/or Data Migration Services as set out in the Order Form.

Umbrella Client: has the meaning given to it at clause 1.3.3.

User Subscriptions: the user subscriptions purchased by the Customer pursuant to clause 11.1 which entitle the Customer to access and use the Finity Back Office Services and the Documentation to perform the Purpose on behalf of and for the benefit of Clients.

Virus: anything or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

Website: means any websites or web portal(s) which can be found at *.codatech.co.uk, *.codapay.co.uk, *.codapay.app, *.codabill.co.uk, *.finity.co.uk, *.finitypay.app, or any other URL which Finity notifies to the Customer from time to time either in writing (including by e-mail) or by publishing details on the Website).

2.2 Terms used in the Order Form shall apply to this Agreement save where the context requires otherwise.

2.3 The Schedules and clause 1 (**Background**) shall form part of, and are incorporated in to, the Agreement.

2.4 Clause, schedule, and paragraph headings shall not affect the interpretation of the Agreement.

2.5 A person includes an individual, corporate, or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns.

2.6 A reference to a company shall include any company, corporation, or other body corporate wherever and however incorporated or established.

2.7 Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.

2.8 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

2.9 A reference to a statute or statutory provision is a reference to it as it is in force as at the date of the Agreement.

2.10 A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of the Agreement under that statute or statutory provision.

2.11 A reference to writing or written includes faxes but not e-mail, unless otherwise expressly stated in the Agreement.

2.12 References to clauses and schedules are to the clauses and schedules of the Agreement; references to paragraphs are to paragraphs of the relevant schedule to the Agreement.

3. Varying these Terms

Save in relation to the Subscription Fees set out in the Order Form which shall apply for the duration of the Initial Subscription Term, Finity reserves the right to vary these Terms from time to time on one (1) month's prior notice to the Customer. Notice shall be provided either (i) by way of publishing an update on Finity's Website; (ii) by email; or (iii) such other means as reasonably determined by Finity. The Customer (and its Clients) shall be deemed to have accepted the new terms by the Customer's continued use of the Services.

4. User Subscriptions

4.1 If the Customer uses the Services on behalf of or for the benefit of a Client, the Customer shall ensure that it has received a written consent and waiver from the Client pursuant to which each Client acknowledges that it is aware of the terms and conditions of this Agreement, that it appoints the Customer to use the Services on the Client's behalf (and at the sole risk of the Client) and shall waive any rights or remedies which it may have against Finity to the extent that such rights or remedies arise from any breach by the Customer of the Agreement and shall be bound by the limitations and exclusions of Finity's liability as set out in the Agreement as if the Client were a party to the Agreement, and following a written request from Finity, the Customer shall provide copies of such consents and waivers to Finity.

4.2 Finity reserves the right, at its absolute discretion, not to accept a specific Client as a beneficiary of the Services including in circumstances where there is a technical constraint, legal or regulatory reason or commercial reason such that Finity is unable or unwilling to provide the Services or any of them to or for the benefit of the Client. No charge will be made by Finity where such usage is restricted. Finity does not accept any obligation to provide reasons or enter into

correspondence or communications with the Customer (or any Client) regarding any such restriction.

4.3 At all times during the Subscription Term, the Customer shall be responsible for (and shall procure that the Client shall) ensure that Client details which are loaded into Finity Back Office are kept up-to-date, accurate and complete and that any changes are made as soon as reasonably practicable following any change. The Customer acknowledges that it can add or change such information using the 'edit' function on the 'Contract Company', 'Payment Company', 'Client', 'Payroll', or 'Worker' areas of the Software. Finity accepts no responsibility for the consequences of inaccurate Client details being loaded into Finity Back Office or a failure by the Customer and/or the Client to update Client details in a timely manner.

5. Right to use the Finity Back Office Services

5.1 In consideration of the Customer paying the Subscription Fees (and subject at all times to the Customer's compliance with the restrictions set out in this clause 5 and the Customer's compliance with the other terms and conditions of the Agreement and any applicable Third Party Terms), Finity hereby grants to the Customer (and its Authorised Users) a personal, non-exclusive, non-transferable, revocable licence to access and use the Finity Back Office Services and the Documentation solely for the Purpose and solely for the benefit of and on behalf of each Client during the Subscription Term only. The Customer shall also be entitled to permit the Affiliates to use the Services and Documentation solely for the Purpose and solely for the benefit and on behalf of their own Clients during the Subscription Term to the same extent as the Customer, provided always that the Customer shall at all times be responsible for the acts and omissions of such Affiliates and payment of all amounts (including Subscription Fees) in relation to Affiliates (notwithstanding any agreement by Finity to invoice the Affiliates directly). Finity shall be entitled to suspend access to the Finity Back Office Services and Documentation by any Affiliate upon providing written notice to the Customer.

5.2 The Customer acknowledges that:

5.2.1 it is not granted any right to sub-license the rights which are granted to it by Finity in clause 5.1;

5.2.2 to the extent that Authorised Users have been granted the right to use the Finity Back Office Services and the Documentation, this right shall only be for purpose of enabling the Customer to provide Services to its Clients for the Purpose;

5.2.3 it does not have, nor does any Client have, any right or interest in the underlying source code which is used to deliver the Finity Back Office Services and the rights granted to the Customer are limited to a right to access the Finity Back Office Services and Documentation using each allocated username and password, subject to the terms of the Agreement; and

5.2.4 with respect to any Affiliates which it allows to use the Finity Back Office Services and Documentation (pursuant to Clause 5.1), the Customer shall ensure that such Affiliates are made aware of the terms of the Agreement, including any applicable Third Party Terms, and shall be responsible for ensuring that such Affiliates comply with the obligations set out in the Agreement as though they were the Customer under the Agreement.

5.3 In relation to each instance of the Finity Back Office Software, the Customer undertakes that:

5.3.1 It will not allow or suffer any Finity Back Office instance to be used by or for the benefit of more than one individual Client;

5.3.2 Where applicable, each Client shall be provided with a secure username, password and two factor authentication ("2FA") for each Client's use of the Finity Back Office Services and Documentation (which the Customer shall ensure the Client permits Finity to provide to the Customer for use on behalf of the Client) and the Customer shall procure that the Client shall change the password no less frequently than monthly and shall keep the password confidential;

5.3.3 It shall maintain a written, up to date list of current Clients and provide such list to Finity within 1 Business Day of Finity's written request at any time or times;

5.3.4 It shall permit Finity to audit the Finity Back Office Services and the Customer's and (where applicable) Client's use of those Services and Software in order to establish compliant usage and the name, password and 2FA of each Client. Such audit may be conducted no more than once per quarter, at Finity's expense, and this right shall not be exercised with no less than two (2) Business Days' notice, in such a manner as not to substantially interfere with the Customer's normal conduct of business;

5.3.5 if any of the audits referred to in clause 5.3.4 reveal that the Finity Back Office Services have been provided for the benefit of any individual or company who is not a Client, then without prejudice to Finity's other rights, the Customer shall promptly disable any access such individual has to the Finity Back Office Services (including passwords) and Finity shall not provide the Services for the benefit of (including the issuing of any new usernames and passwords) to any such individual; and

5.3.6 if any of the audits referred to in clause 5.3.4 reveal that the Customer has underpaid Subscription Fees to Finity, then without prejudice to Finity's other rights and remedies, the Customer shall pay to Finity an amount equal to such underpayment as calculated in accordance with the charges set out in the Order Form within five (5) Business Days of the date of Finity's demand.

5.4 The Customer shall not, and shall procure that its Clients and Authorised Users shall not, access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services or use the Services for any purpose that:

5.4.1 Is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;

5.4.2 Facilitates illegal activity;

5.4.3 Depicts sexually explicit images;

5.4.4 Promotes unlawful violence;

5.4.5 Is discriminatory based on race, gender, colour, religious belief, sexual orientation, or disability;

5.4.6 In a manner that is otherwise illegal or causes damage or injury to any person or property; or

5.4.7 Otherwise breaches: (i) the Acceptable Use Policy; or (ii) the terms of any contract to which Finity is a party and which is necessary for the performance of the Services; or (iii) any applicable Third Party Terms,

5.4.8 and Finity reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's access to any material that breaches the provisions of this clause (including the right to suspend access to and use of the Services entirely or partially for such period as Finity shall determine in its absolute discretion, though this does not waive the Customer's obligation to pay appropriate Fees).

5.5 The Customer shall not, and shall procure that each Client and Authorised User shall not:

5.5.1 Except as may be allowed by any applicable law which is incapable of exclusion or by agreement in writing between the parties and except to the extent expressly permitted under the Agreement:

5.5.1.1 attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Website, the Services (including the software which enables the provision of the Services) and/or Documentation (as applicable) in any form or media or by any means; or

- 5.5.1.2 attempt to reverse compile, disassemble, reverse engineer, or otherwise reduce to human-perceivable form all or any part of the Services (to the extent that the Services are software-enabled); or

- 5.5.2 use the Services and/or Documentation to provide services to third parties (save for the provision of services to Clients for the Purpose); or
- 5.5.3 subject to clause 27.1, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Documentation available to any third party except the Authorised Users, or
- 5.5.4 attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation, other than as provided under this clause 5.

5.6 The Customer shall ensure that there is no unauthorised access to, or use of, the Services and/or the Documentation and, in the event of any unauthorised access or use, the Customer shall immediately notify Finity and co-operate with Finity to mitigate the consequences of any unauthorised access or use (including prompt and diligent compliance with any reasonable instructions of Finity).

6. Services

6.1 In consideration of:

6.1.1 the payment of the Training, Implementation, Configuration and/or Data Migration Fees (as applicable), Finity shall provide the Training, Implementation, Configuration and/or Data Migration Services;

6.1.2 the payment of the Subscription Fees, Finity shall, during the Subscription Term:

6.1.2.1 provide the Finity Back Office Services and make available the Documentation to the Customer on and subject to the terms of the Agreement;

6.1.2.2 provide support services in accordance with the Support Services Policy during Normal Business Hours;

6.1.2.3 use its commercially reasonable endeavours to perform the Finity Back Office Services in accordance with the SLA;

6.1.2.4 provide reasonable use of Finity's customer support line (where offered and to be determined at the sole discretion of Finity). If the use of Finity's support line is deemed excessive (determined at the sole discretion of Finity), additional fees will apply, and these will be applied using the fees set out in in the Order Form; and

6.1.3 the payment of the Consultancy Fees, Finity shall provide the Consultancy Services.

6.2 Finity shall use commercially reasonable endeavours to make the Finity Back Office Services available twenty-four (24) hours a day, seven (7) days a week, except for:

6.2.1 planned maintenance carried out during Finity's maintenance window (i.e., anytime outside Normal Business Hours); and

6.2.2 unscheduled maintenance performed during Normal Business Hours, provided that Finity has used commercially reasonable endeavours to give the Customer at least six (6) Normal Business Hours' notice in advance;

6.2.3 unscheduled emergency maintenance in respect of any security or other emergency reasons including events which are outside Finity's reasonable control.

6.3 Finity may amend the Support Services Policy in its sole and absolute discretion from time to time. The Customer may purchase enhanced support services separately at Finity's then current rates.

6.4 Finity may provide the Customer with consulting, training, development, and other professional and consultancy services as specifically set forth in a Statement of Work.

6.5 Unless otherwise specified in a Statement of Work, Finity hereby retains all right, title, and interest in and to any deliverables which are provided under a Statement of Work including any and all intellectual property rights in such deliverables. Finity grants to the Customer a non-exclusive, non-transferable and perpetual licence to use any deliverables created under a Statement of Work in conjunction with the Services for its own internal business purposes

(subject to Finity having received full payment for the deliverables in accordance with the charges set out in the Statement of Work).

7. Customer data

7.1 In this clause 7, “controller”, “data controller”, “data processor”, “data subject”, “personal data”, “process”, “processor” and “special categories of data” shall have the meaning given to them by Data Protection Law.

7.2 Finity’s Privacy Policy (<https://www.finity.co.uk/privacy-policy>) is incorporated into the Agreement by reference and applies to those Services that are not specified in clause 7.15 as having separate privacy policies. The Customer acknowledges and agrees that Customer Data shall be collected and used by Finity in accordance with the Privacy Policy and shall ensure that each Client is aware of the Privacy Policy and provides its prior written consent to the Customer which shall confirm that the Client has seen and agrees to the Client’s personal data being used by Finity in accordance with the Privacy Policy.

7.3 The Customer, as data controller/controller appoints Finity as a data processor/processor to process the personal data described in the Agreement (the Data) for the purposes described in the Agreement (the Permitted Purpose). Each party shall comply with the obligations that apply to it under Data Protection Law.

7.4 The Customer shall not disclose (and shall not permit any data subject to disclose) any sensitive personal data/special categories of personal data to Finity for processing.

7.5 Finity shall not transfer the Data outside of the UK or European Economic Area (EEA) unless it has taken such measures as are necessary to ensure the transfer complies with Data Protection Law. Such measures may include transferring the Data to a recipient in a country that the UK or European Commission has decided provides adequate protection for personal data, to a recipient that has achieved binding corporate rules authorisation in accordance with Data Protection Law, or to a recipient that has executed standard contractual clauses adopted or approved by the UK or European Commission.

7.6 Finity shall ensure that any person it authorises to process the Data (an Authorised Person) shall protect the Data in accordance with Finity’s confidentiality obligations under the Agreement.

7.7 Finity shall implement technical and organisational measures to protect the Data (i) from accidental or unlawful destruction, and (ii) loss, alteration, unauthorised disclosure of, or access to the Data (a **Security Incident**).

7.8 The Customer consents to Finity engaging third party sub-processors to process the Data for the Permitted Purpose provided that: (i) Finity maintains an up-to-date list of its sub-processors and shall notify the Customer of any change in sub-processors at least 10 Business Days' prior to any such change; (ii) Finity imposes data protection terms on any sub-processor it appoints that require it to protect the Data to the standard required by Data Protection Law; and (iii) Finity remains liable for any breach of this clause that is caused by an act, error or omission of its sub-processor. If the Customer objects to a proposed sub-processor on the data protection compliance grounds, it shall notify Finity within 5 Business Days of receipt of Finity's notice and shall specify the grounds on which it objects and the Customer may terminate the contract by serving notice within 10 Business Days of Finity's notice, subject to payment of the Termination Sum.

7.9 Finity shall provide reasonable and timely assistance to the Customer (at the Customer's expense) to enable the Customer to respond to: (i) any request from a data subject to exercise any of its rights under Data Protection Law (including its rights of access, correction, objection, erasure and data portability, as applicable); and (ii) any other correspondence, enquiry or complaint received from a data subject, regulator or other third party in connection with the processing of the Data. If any such request, correspondence, enquiry, or complaint is made directly to Finity, Finity shall promptly inform the Customer providing full details of the same.

7.10 If Finity believes or becomes aware that its processing of the Data is likely to result in a high risk to the data protection rights and freedoms of data subjects, it shall inform the Customer and provide reasonable cooperation to the Customer (at the Customer's expense) in connection with any data protection impact assessment that may be required under Data Protection Law.

7.11 If Finity becomes aware of a confirmed Security Incident, Finity shall:

7.11.1 inform the Customer without undue delay and shall provide reasonable information and cooperation to the Customer so that the Customer can fulfil any data breach reporting obligations it may have under (and in accordance with the timescales required by) Data Protection Law; and

7.11.2 take any reasonably necessary measures and actions to remedy or mitigate the effects of the Security Incident; and

7.11.3 keep the Customer informed of all material developments in connection with the Security Incident.

7.12 Upon termination or expiry of the Agreement, Finity shall (at the Customer's election) destroy or return to the Customer all Data in its possession or control provided a request to return the Data is made within one month of the termination date. This requirement shall not apply to the extent that Finity is required by applicable law to retain some or all of the Data, or to Data it has archived on backup systems, which Data Finity shall securely isolate and protect from any further processing except to the extent required by such law, as set out in Finity's Backup Policy set out in clause 2 of Schedule 2.

7.13 On request by the Customer, Finity shall:

- contribute to audits and inspections of any written records which Finity maintains in respect of its compliance with this clause 7 by permitting the Customer to audit and inspect such records; and
- respond to any written audit questions submitted to it by the Customer in respect of Finity's compliance with this clause 7, provided that the Customer's rights under this clause 7.13 shall be exercised no more than once per Contract Year and any inspection shall take place during Normal Business Hours on Business Days and the Customer shall take all reasonable measures to prevent any unnecessary disruption to Finity's operations.

7.14 The Customer acknowledges and agrees that internet transmissions are never completely private or secure and that any message or information which is sent or received using the Services may be read or intercepted by others, even if a particular transmission is encrypted.

7.15 The Customer shall own all right, title and interest in and to all the Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data (and shall procure that each Client shall maintain Client Data so that it remains accurate, complete and up to date at all times).

7.16 Finity shall follow its archiving procedures for Customer Data as set out in its Backup Policy as such document may be amended by Finity in its sole discretion from time to time. In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy shall be for

Finity to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest backup of such Customer Data maintained by Finity in accordance with the archiving procedure described in its Backup Policy. Finity shall not be responsible for any loss, destruction, alteration, or disclosure of Customer Data caused by any third party (except those third parties subcontracted by Finity to perform services related to Customer Data maintenance and backup). The Customer shall ensure that each Client is aware of Finity's Backup Policy and obligations regarding the restoration of Customer Data.

7.17 The Customer consents (on behalf of itself and each Client) to Finity collecting and using technical information about the devices and related software, hardware and peripherals for Services that are internet-based or wireless to improve its products and to provide any Services to the Customer.

8. Third party providers

8.1 The Services may contain links to other independent third-party websites (Third Party Sites). Third Party Sites are not under Finity's control, and Finity is not responsible for and does not endorse their content or their privacy policies (if any). The Customer will need to make its own independent judgement regarding your interaction with any Third-Party Sites, including the purchase and use of any products or services accessible through them.

8.2 Finity makes no representation or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such Third-Party Site, or any transactions completed, and any contract entered into by the Customer, with any such third party. Any contract entered into, and any transaction completed via any Third-Party Site is between the Customer and the relevant third party, and not Finity. Finity recommends that the Customer refers to the third party's website terms and conditions and privacy policy prior to using the relevant Third-Party Site. Finity does not endorse or approve any Third-Party Site nor the content of any Third-Party Site.

8.3 The Services can interact with third party applications where the Customer enables the Finity API. Where the Customer enables the Finity API, use of the Finity API is subject to the following conditions:

8.3.1 the Customer has received the express prior written permission of the Client (and has notified the Client of the conditions relating to use of the Finity API as set out in the Agreement);

8.3.2 the Customer acknowledges and agrees that (and shall procure that the Client acknowledges and agrees that) any third-party application which the Customer selects to access the Services can access to Customer Data and is outside of Finity's control.

8.4 Before enabling the Finity API and using any third party application, it is the sole responsibility of the Customer and the Customer shall (and shall procure that the Client shall) carefully assess whether or not the Customer (and the Client) understands and is willing to accept the risks associated with use of each third party application, the terms and conditions on which the third party application will be provided (including any privacy policy which sets out the manner in which the third party will collect and use Customer Data) and any assurances provided by the third party regarding the Customer's (and the Client's) privacy and security.

8.5 The Customer acknowledges and agrees that it is the Customer's decision as to whether or not it enables the Finity API and that the Customer has the right to disable the Finity API at any time by modifying the preferences for the relevant Finity Back Office instance.

8.6 As third-party applications which the Customer (and Client) may use to access the Services are provided by third parties and used at the election of the Customer (and the Client), Finity does not accept any responsibility for any loss suffered by the Customer (or the Client) as a result of the Customer's (or the Client's) use of any third party application to access the Services.

9. Supplier's obligations

9.1 Finity shall provide the Services and any other services supplied under the Agreement substantially in accordance with the Documentation with reasonable skill and care.

9.2 Clause 9.1 shall not apply to the extent of any non-conformance which is caused by:

9.2.1 use of the Services and any other services supplied under the Agreement contrary to Finity's instructions;

9.2.2 modification or alteration of the Services or any other services supplied under the Agreement by any party other than Finity or Finity's duly authorised contractors or agents;

9.2.3 the Customer's or Client's breach of the Agreement (or any Third-Party Terms);

9.2.4 use of the Services for any purpose other than the Purpose.

9.3 If the Services or any other services supplied under the Agreement do not conform with clause 9.1, Finity will, at its expense, use all reasonable commercial endeavours to correct any such nonconformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of clause 9.1.

9.4 Finity:

9.4.1 does not warrant that the Customer's use of the Services will be uninterrupted or error free; or that the Services, Documentation, and/or the information obtained by the Customer through the Services will meet the Customer's requirements; and

9.4.2 is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

9.5 The Agreement shall not prevent Finity from entering into similar agreements with third parties, or from independently developing, using, selling, or licensing documentation, products and/or services which are similar to those provided under the Agreement.

9.6 Finity warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under the Agreement.

10. Customer's obligations

10.1 The Customer shall (and shall procure that each Authorised User and each Client shall):

10.1.1 provide Finity with:

10.1.1.1 all necessary co-operation in relation to the Agreement; and

10.1.1.2 all necessary access to such information as may be required by Finity in order to provide the Services and any other services to be supplied under the Agreement, including Customer Data, security access information and configuration services;

10.1.2 comply with all applicable Microsoft Azure and regulations with respect to its activities under the Agreement;

10.1.3 carry out all other Customer and Client responsibilities set out in the Agreement and the Project Plan (specific to onboarding and Go-Live) in a timely and efficient manner (and Finity shall be relieved from the performance of and liability for breach of its obligations to the extent attributable to the Customer's breach of the Agreement or failure to perform the Customer responsibilities in a timely and efficient manner);

10.1.4 obtain and shall maintain all necessary licences, consents, and permissions necessary for Finity, its contractors and agents to perform their obligations under the Agreement, including without limitation the Services;

10.1.5 ensure that its network and systems comply with the relevant specifications provided by Finity from time to time; and

10.1.6 be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to Finity's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

10.2 The Customer shall:

10.2.1 ensure that the Authorised Users use the Services and the Documentation in accordance with the terms and conditions of the Agreement and shall be responsible for any Authorised User's breach of the Agreement;

10.2.2 where applicable, only access a Client's Finity Back Office instance by using a password, their username, and 2FA, which that Client has expressly authorised the Customer to use in writing;

10.2.3 only use the Services on behalf of the Client whose Finity Back Office instance the Customer is accessing and solely for money management purposes relating to that Client's own business which are legal;

10.2.4 ensure that each Client is aware of the terms and conditions and policies subject to which the Services are made available before using them on behalf of a Client (including Third Party Services);

10.2.5 procure an irrevocable written authorisation from each Client which grants the Customer the right to use the Services on and subject to the terms and conditions of the Agreement for the benefit of the Client and provide a copy of the Client's written

authorisation to Finity upon request (and shall procure that the Client shall do all things which are required by Finity or a third party to comply with the terms of the Agreement including the grant of any necessary powers of attorney); and

10.2.6 ensure that each Client and any Affiliates comply with the terms of the Agreement applicable to the Customer as if it were a party to it.

10.3 The Customer shall not (and shall procure that Authorised Users and the Client shall not);

10.3.1 do anything which could reasonably be expected to damage, disable, overburden, or materially impair the Services or the Website or which is likely to interfere with any other party's use or enjoyment of the Services; and/or

10.3.2 question or dispute Finity's ownership of the intellectual property rights in the Services or any other services supplied under the Agreement, the Documentation, and the Website.

10.3.3 employ the services of any employee, contractor, consultant or any associates of Finity either directly or through any third party to undertake work of a similar nature during the term of the Agreement or on termination of the Agreement and thereafter for a period of 24 months.

11. Charges and payment

11.1 The Customer shall pay to Finity:

- 11.1.2 the Training, Implementation, Configuration and/or Data Migration Fees in relation to the Training, Implementation, Configuration and /or Data Migration Services; and
- 11.1.3 the Subscription Fees for the User Subscriptions; and
- 11.1.4 any expenses incurred in relation to the Services pursuant to this Agreement.

11.2 The:

11.2.2 Training, Implementation, Configuration and/or Data Migration Fees shall be paid on the date specified in the Order Form (the Due Date) and Finity will generally raise an invoice for those Fees on the date of the Order Form; and

11.2.3 Subscription Fees shall be paid in relation to each Billing Period in advance by the Customer by no later than 7 days following the date of invoice (the Due Date) and Finity will generally raise an invoice for the Subscription Fees on the Wednesday following the 6th of each calendar month; (Note: a weekly payslip covers 1 pay interval, i.e. 1 week of tax

allowances, a monthly payslip covers 4 or 5 pay intervals, i.e. 4 or 5 weeks of tax allowances, depending on the Billing Period.)

and all Fees due from the Customer under the Agreement shall be paid in full and received in cleared funds by Finity on or before the relevant Due Date without application of any right of set-off, counterclaim, deduction or abatement.

11.3 The Customer acknowledges and agrees that:

11.3.1 the Subscription Fees shall be calculated in relation to each Billing Period in arrears based on the User Subscriptions during that Billing Period, subject always to the liability of the Customer to pay the Minimum Subscription Fee in relation to each Billing Period where such minimum fee is greater than the Subscription Fees for that Billing Period; and

11.3.2 the Subscription Fees shall be payable from Go Live save where the Agreed Go Live Date is delayed as a result of the Customer's negligence, failure to perform or delay in the performance of any of its obligations under the Agreement or by reason of a request from the Customer to delay Go Live, in which case Finity may, at its sole discretion, require the Customer to pay the Minimum Subscription Fees from the Agreed Go Live Date.

11.3.3 billing of Subscription Fees to capture retrospective system use by the Customer, i.e., the total of committed and rolled back payroll outside of sequential Billing Periods, constitutes standard use, and is therefore payable at Finity's discretion of quarterly, half-yearly or yearly intervals up to a maximum of 24 months after the date of retrospective system changes.

11.4 The Customer acknowledges and agrees that payment of the Training, Implementation, Configuration and/or Data Migration Fees and the Subscription Fees by the Due Date is of the essence of the contract.

11.5 Any required travel, accommodation and subsistence expenses will be an additional expense payable by the Customer and will be agreed in advance between the Customer and Finity and added to the next invoice submitted by Finity in relation to Subscription Fees and shall be payable in accordance with clause 11.2.3.

11.6 If Finity has not received payment on the Due Date, and without prejudice to any other rights and remedies of Finity:

11.6.1 Finity may, without any obligation to notify or liability to the Customer, disable the Customer's password, account and access to all or any part of the Services and Finity shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and

11.6.2 interest shall accrue on a weekly basis on such due amounts at a rate of 8% per week, commencing on the Due Date and continuing until fully paid, whether before or after judgment.

11.7 In respect of any additional fees which are agreed pursuant to a Statement of Work, such fees shall be paid on the date specified on the Statement of Work or in its associated invoice (and where no date is specified, 25% of the fees shall be paid on signature of the Statement of Work and the remainder shall be paid within 7 days of the date on which Finity notifies the Customer that the relevant services have been completed or the deliverables have been provided).

11.8 All amounts and fees stated or referred to in the Agreement:

11.8.1 shall be payable in pounds sterling;

11.8.2 are, subject to clause 15.7(b), non-cancellable and non-refundable;

- o 11.8.3 are exclusive of value added tax, which shall be added to Finity's invoice(s) at the appropriate rate and paid in addition.

11.9 The Subscription Fees and other rates or amounts set out in the Agreement are fixed for the Initial Subscription Term. After the Initial Subscription Term, the Subscription Fees and any other applicable rates will be as notified by Finity to the Customer (and in the absence of any notification, the Subscription Fees shall be as displayed on the Website until such time as Finity notifies the Customer of the applicable changes).

11.10 Any discounts to Subscription Fees are given entirely at the discretion of Finity and can be revoked subject to business need.

12. Proprietary rights

12.1 The Customer acknowledges and agrees that Finity and/or its licensors own all intellectual property rights in the Services, any other services supplied under the Agreement and the Documentation. Except as expressly stated herein, the Agreement does not grant the Customer

any rights to, or in, patents, copyright, database right, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Services, such services or the Documentation.

12.2 Finity warrants that it has all the rights in relation to the Services, any other services to be supplied under the Agreement and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of the Agreement.

13. Confidentiality

13.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under the Agreement. A party's Confidential Information shall not be deemed to include information that:

13.1.1 is or becomes publicly known other than through any act or omission of the receiving party;

13.1.2 was in the other party's lawful possession before the disclosure;

13.1.3 is lawfully disclosed to the receiving party by a third party without restriction on disclosure;

13.1.4 is independently developed by the receiving party, which independent development can be shown by written evidence; or

13.1.5 is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.

13.2 Each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of the Agreement.

13.3 Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of the Agreement.

13.4 Neither party shall be responsible for any loss, destruction, alteration, or disclosure of Confidential Information caused by any third party.

13.5 The Customer acknowledges that details of the Services or any additional services provided by Finity, including but not limited to the Fees payable in relation to such Services or services and the results of any tests of the Services or services, constitute Finity's Confidential Information.

13.6 Finity acknowledges that the Customer Data is the Confidential Information of the Customer.

13.7 This clause 13 shall survive termination of the Agreement, however arising.

13.8 No party shall make, or permit any person to make, any public announcement concerning the Agreement without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

14. Indemnity

14.1 The Customer shall defend, indemnify, and hold harmless Finity against claims, actions, proceedings, losses, damages, expenses, and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with:

14.1.1 the Customer's use of the Services, any other services supplied under the Agreement, the Documentation, and/or Third-Party Services;

14.1.2 any breach of the Agreement including any policies referred to in the Agreement (and including any claim made by or on behalf of a Client against Finity arising from the Customer's breach of the Agreement), excluding any breach by Finity;

14.1.3 any breach of any Third-Party Terms, excluding any breach by Finity;

14.1.4 any failure to comply with applicable Microsoft Azure or regulations, the requirements of any regulatory authority or any court Order, excluding any failure by Finity; and/or

14.1.5 the infringement of any third-party rights (including the rights of any Client), other than by Finity;

14.1.6 any act or omission of the Customer or the Client which puts Finity in breach of applicable Microsoft Azure and regulations, the requirements of a regulatory authority, court order or in breach of any contract with any service provider which Finity contracts with to provide the Services or any other services provided under the Agreement,

14.1.7 provided that:

14.1.7.1 the Customer is given prompt notice of any such claim;

14.1.7.2 Finity provides reasonable co-operation to the Customer in the defence and settlement of such claim, at the Customer's expense; and

14.1.7.3 the Customer is given sole authority to defend or settle the claim.

14.1.8 Finity shall defend the Customer, its officers, directors and employees against any claim that the Services or Documentation infringes any United Kingdom patent effective as of the Effective Date, copyright, trade mark, database right or right of confidentiality, and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims, provided that:

14.1.8.1 Finity is given prompt notice of any such claim;

14.1.8.2 the Customer provides reasonable co-operation to Finity in the defence and settlement of such claim, at Finity's expense; and

14.1.8.3 Finity is given sole authority to defend or settle the claim.

14.1.9 In the defence or settlement of any claim, Finity may procure the right for the Customer to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate the Agreement immediately on notice in writing to the Customer without any additional liability or obligation to pay liquidated damages or other additional costs to the Customer.

14.1.10 In no event shall Finity, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on:

14.1.10.1 a modification of the Services or Documentation by anyone other than Finity; or

14.1.10.2 the Customer's use of the Services or Documentation in a manner contrary to the instructions given to the Customer by Finity; or

14.1.10.3 any breach of the Agreement; or

14.1.10.4 the Customer's use of the Services or Documentation after notice of the alleged or actual infringement from Finity or any appropriate authority.

14.1.11 Clauses 14.2, 14.3 and 15.7.2 state the Customer's sole and exclusive rights and remedies, and Finity's (including Finity's employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trademark, database right or right of confidentiality.

15. Limitation of liability

15.1 The Customer acknowledges and agrees (and shall procure that the Client acknowledges and agrees) that:

15.1.1 the Services have not been developed to meet the Customer's or the Client's individual requirements, and that it is therefore the Customer's and the Client's responsibility to ensure that the facilities and functions of the Services as described in the Documentation meet the Customer's and the Client's requirements;

15.1.2 it is the Customer's and each Client's responsibility to ensure that any information which is submitted using the Services is backed-up or a copy retained and that the Services are not intended to act as the sole repository for all of the Customer's and/or Client's information;

15.1.3 all information which is provided by the Services shall be checked by the Customer and the Client before acting or relying on it and the Services are not intended to be a substitute for professional accountancy and tax advice and the information provided by our Services does not constitute accountancy or tax advice;

15.1.4 as the Services are software-enabled and provided over the internet, the Services are not error-free and may suffer from minor defects and bugs, will not be available on a 24/7/365 basis (and no guarantee is provided as to the availability, speed or performance of the Services) and Finity does not guarantee that the Services will be free from Viruses (but it will use industry standard software to detect and eradicate Viruses, where reasonably possible).

15.2 This clause 15 sets out the entire financial liability of Finity (including any liability for the acts or omissions of its employees, agents, and sub-contractors) to the Customer:

15.2.1 arising under or in connection with the Agreement;

15.2.2 in respect of any use made by the Customer of the Services and Documentation or any part of them; and

15.2.3 in respect of any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Agreement.

15.3 Except as expressly and specifically provided in the Agreement:

15.3.1 the Customer assumes sole responsibility for results obtained from the use of the Services and the Documentation by the Customer, and for conclusions drawn from such use. Finity shall have no liability for any damage caused by errors or omissions in any

information, instructions or scripts provided to Finity by the Customer in connection with the Services, or any actions taken by Finity at the Customer's direction;

15.3.2 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 the Agreement; and

15.3.3 the Services and the Documentation are provided to the Customer on an "as is" and "as available" basis.

15.4 Nothing in the Agreement excludes the liability of Finity:

15.4.1 for death or personal injury caused by Finity's negligence; or

15.4.2 for fraud or fraudulent misrepresentation.

15.5 If Finity fails to comply with any of the Service Levels then, subject to the terms of the Agreement, the Customer may become entitled to the Service Credit specified in Schedule 1 corresponding to the relevant failure. The parties acknowledge that each Service Credit is a genuine pre-estimate of the loss likely to be suffered by the Customer and not a penalty and the provision of a Service Credit shall be an exclusive remedy for a particular Service Level failure.

15.6 If Finity's performance of its obligations under the Agreement is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees, Finity shall not be liable for any costs, charges or losses sustained or incurred by the Customer that arise directly or indirectly from such prevention or delay (including, but not limited to, any Service Credit, that would have been payable as a result of such prevention or delay).

15.7 Nature of Services; No Advice; No Reliance

15.7.1 The Customer acknowledges and agrees that the Services, including but not limited to any software functions, data outputs, reports, calculations, templates, dashboards, recommendations, summaries, or workflows made available through the Finity Back Office platform (collectively, the "Outputs"), are provided for general operational and administrative purposes only in connection with the Services.

15.7.2 Nothing in this Agreement or in any Outputs shall be construed as legal, financial, regulatory, compliance, tax, accounting, or other professional advice, nor as a warranty or representation that use of the Outputs will result in compliance with any applicable law, regulation, rule, guidance or industry standard.

15.7.3 The Customer is solely responsible for evaluating the suitability, accuracy, completeness and relevance of the Outputs for its own purposes and for obtaining independent professional advice as required.

15.7.4 Finity expressly disclaims any liability for actions taken, decisions made, or services used by the Customer or any third party in reliance on any Outputs.

15.7.5 Finity does not warrant or guarantee that use of the Services will result in compliance with any applicable law, regulation, regulatory guidance or industry requirement, and compliance remains the sole responsibility of the Customer.

15.8 Subject to clauses 15.3, 15.4, 15.5 and 15.6:

15.8.1 Finity shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any of the following losses or damage (howsoever arising):

15.8.1.1 loss of profits;

15.8.1.2 loss of business;

15.8.1.3 depletion of goodwill and/or similar losses or loss;

15.8.1.4 loss of, damage to or corruption of data or information;

15.8.1.5 fines (including fines levied by a regulatory authority or tax authority) or any costs, expenses, or interest;

15.8.1.6 pure economic loss; or

15.8.1.7 any special, indirect, or consequential loss, costs, damages, charges, or expenses however arising under the Agreement; and

15.8.2 Finity's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Agreement shall be limited to the greater of:

15.8.2.1 £5,000 in each Contract Year; or

15.8.2.2 in each Contract Year:

15.8.2.2.1 the total Subscription Fees paid or payable for the User Subscriptions in each Contract Year up to a maximum of £30,000, where such liability arises in connection with the performance or

contemplated performance of the Agreement in relation to the Services;
and

15.8.2.2.2 where such liability arises in connection with the performance or contemplated performance of the Agreement in relation to services provided under the Agreement other than the Services, the total fees paid or payable for such services.

16. Suspension and cancellation of Services

16.1 Finity may suspend access to or use of the Services or permanently cancel a Finity Back Office Instance in the event that:

16.1.1 the Customer or the Client fails to comply with:

16.1.1.1 the Agreement;

16.1.1.2 any of the policies referred to in the Agreement;

16.1.1.3 any Third-Party Terms;

16.1.2 if the continued use of the Services would result in Finity being in breach of:

16.1.2.1 any applicable Microsoft Azure, regulatory requirements, court Orders, the requirements of any regulatory authority or law enforcement agency;

16.1.2.2 any contract to which Finity is a party and which is necessary for the performance of the Services;

16.1.3 payment of the Subscription Fees is not paid by the Due Date (or any other fees are not paid by the agreed date).

16.2 In respect of any suspension or cancellation by Finity pursuant to clause 17.1, no refund of any Subscription Fees for the Finity Back Office Instance shall be paid (and the Customer shall be responsible for the payment of subscription fees for each suspended or cancelled Finity Back Office Instance until the end of their Agreement Term).

17. Non solicitation

17.1 The Customer shall not, without the prior written consent of Finity, at any time from the Effective Date until the expiry of 12 months after termination or expiry of the Agreement, solicit or entice away from the employment of Finity or employ or attempt to employ any person who is, or has been, engaged as an employee or sub-contractor of Finity in relation to the provision of the Services at any time.

17.2 If the Customer breaches clause 17.1, the Customer agrees to pay on demand to Finity the sum equal to one-year's salary of such employee or sub-contractor, (plus VAT if applicable), it being agreed by the parties that such sum represents a genuine pre-estimate of the loss that Finity would suffer in the event of such breach.

18. Term and termination

18.1 The Agreement shall, unless otherwise terminated as provided in this clause 18, commence on the Effective Date and shall continue for the Initial Subscription Term and, thereafter, the Agreement shall be automatically renewed for successive periods of twelve (12) months (each a "Renewal Period"), unless:

18.1.1 either party notifies the other party of termination, in writing, at least three (3) calendar months before the end of the Initial Subscription Term or any Renewal Period, in which case the Agreement shall terminate upon the expiry of the applicable Initial Subscription Term or Renewal Period; or

18.1.2 the Customer is on a one (1) month rolling Subscription Term, in which case the Renewal Period is assumed to be continually one (1) month, unless a longer Subscription Term is agreed or the relevant notice is given by either party in line with clause 18.1.1; or otherwise terminated in accordance with the provisions of the Agreement,

18.1.3 the Order Form states a Subscription Term longer than twelve (12) months in duration,

18.1.4 otherwise terminated in accordance with the provisions of the Agreement, and the Initial Subscription Term together with any subsequent Renewal Periods shall constitute the "Subscription Term".

N.B. In the event of an automatic renewal to the Agreement, Finity reserves the right to increase prices to its standard market rates at that point in time.

18.2 Without affecting any other right or remedy available to it, either party may terminate the Agreement with immediate effect by giving written notice to the other party if:

18.2.1 the other party commits a material breach of any other term of the Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of thirty (30) days after being notified in writing to do so;

18.2.2 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;

18.2.3 the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

18.2.4 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

18.2.5 an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party;

18.2.6 the holder of a qualifying floating charge over the assets of that other party has become entitled to appoint or has appointed an administrative receiver;

18.2.7 a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;

18.2.8 a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within fourteen (14) days;

18.2.9 any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 18.2.2 to clause 18.2.9 (inclusive); or

18.2.10 the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

18.3 Without affecting any other right or remedy available to it, Finity may terminate the Agreement with immediate effect by giving written notice to the Customer if:

18.3.1 the Customer fails to pay any amount due under the Agreement by the Due Date;

18.3.2 the Customer fails to comply with clause 4;

18.3.3 a Client or Affiliates do not comply with any of the material terms of the Agreement;

18.3.4 the Customer (or a Client) fails to comply with the Third-Party Terms;

18.3.5 there is a Change of Control of the Customer.

18.4 On termination of the Agreement for any reason:

18.4.1 the Customer shall immediately pay to Finity all of Finity's outstanding unpaid invoices and interest and, without prejudice to clause 18.1, in respect of any services for which no invoice has been submitted, Finity may submit an invoice, which shall be payable immediately on receipt;

18.4.2 all rights and licences granted under the Agreement shall immediately terminate (including any right to access and use the Services and each Finity Back Office Instance);

18.4.3 each party shall return and make no further use of any equipment, property, Documentation, and other items (and all copies of them) belonging to the other party;

18.4.4 Finity may destroy or otherwise dispose of any of the Customer Data in its possession unless Finity receives, no later than ten (10) days after the effective date of the termination of the Agreement, a written request for the delivery to the Customer of the then most recent backup of the Customer Data. Finity shall use reasonable commercial endeavours to deliver the backup to the Customer within thirty (30) days of its receipt of such a written request, provided that the Customer has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). The Customer shall pay all reasonable expenses incurred by Finity in returning or disposing of Customer Data;

18.4.5 any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination shall not be affected or prejudiced; and

18.4.6 without prejudice to any other rights or remedies of Finity, in the event of termination other than in accordance with clause 18.1.1 or by the Customer in accordance with clause 18.2, the Customer shall pay a Termination Sum, being 50% of the Subscription Fees which would have been paid for the remaining Subscription Term,

using the highest month of Subscription Fees to date and multiplying this by the number of months remaining of the Initial Subscription Term or the current Renewal Period.

19. Communication between us

The Customer may contact Finity by e-mail sent to info@finity.co.uk or by prepaid post to Finity at Spaces London Liverpool Street, C/O Finity Management Ltd, New Broad Street House, 35 New Broad Street, London, England, EC2M 1NH. Finity will confirm receipt of this by contacting the Customer in writing, normally by e-mail. Finity may change the address for notice from time to time and will either notify the Customer of any change (normally by e-mail) or by publishing updated details on the Website.

20. Events outside of our control

Finity shall have no liability to the Customer or each Client under the Agreement if it is prevented from or delayed in performing its obligations under the Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of Finity or any other party), failure of a utility service or transport or telecommunications network, unavailability of the internet network, act of God, war, riot, civil commotion, malicious damage, pandemic, 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, provided that the Customer is notified of such an event and its expected duration.

21. Conflict

If there is an inconsistency between:

(a) any of the provisions in the main body of the Agreement and the Schedules, the provisions in the main body of the Agreement shall prevail;

(b) the Order Form; a Statement of Works; and the terms of this Agreement,

a term contained in a document higher in the list shall have priority over the one contained in a document lower in the list.

22. Waiver

No failure or delay by a party to exercise any right or remedy provided under the Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

23. Rights and remedies

Except as expressly provided in the Agreement, the rights and remedies provided under the Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

24. Severance

24.1 If any provision (or part of a provision) of the Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable, or illegal, the other provisions shall remain in force.

24.2 If any invalid, unenforceable or illegal provision would be valid, enforceable, or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

25. Further assurance

The Customer shall (and shall procure that each Client shall) diligently and promptly following Finity's reasonable request, do all such things (including an obligation to co-operate in good faith with Finity and any third party which it nominates), perform all such acts and sign all such documents as Finity considers to be necessary for the Customer and each Client to comply with the terms of the Agreement and any Third Party Terms or which is required for Finity to comply with any lawful requirement of a regulatory authority or law enforcement agency, any court Order or the terms of any contract to which Finity is a party and which is necessary for the provision of the Services.

26. Entire agreement

26.1 The Agreement and any documents referred to in it, constitute the whole agreement between the parties and supersedes any previous arrangement, understanding or agreement between them relating to the subject matter they cover.

26.2 Each of the parties acknowledges and agrees that in entering into the Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to the Agreement or not) relating to the subject matter of the Agreement, other than as expressly set out in the Agreement.

27. Assignment

27.1 The Customer shall not, without the prior written consent of Finity, assign, transfer, charge, sub-contract, or deal in any other manner with all or any of its rights or obligations under the Agreement.

27.2 Finity may at any time assign, transfer, charge, sub-contract, or deal in any other manner with all or any of its rights or obligations under the Agreement.

28. No partnership or agency

Nothing in the 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 in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

29. Third party rights

29.1 Subject to clause 29.2, the Agreement does not confer any rights on any person or party (other than the parties to the Agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

29.2 Each Client and each third-party supplier of Finity shall have the right to enforce the terms of the Agreement against the Customer, provided that the consent of a Permitted Third Party shall not be required to amend the terms of the Agreement or to rescind the Agreement.

30. Notices

30.1 Any notice required to be given under the Agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its address set out in the Agreement (and where such notice is sent by the Customer, with a copy to the e-mail or postal address detailed in clause 19), or such other address as may have been notified by that party for such purposes

30.2 A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9am on the first business day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post.

31. Governing law

The Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

32. Jurisdiction

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

Schedule 1

Service Level Agreement

1. The Customer may make a Support Request for problems or issues with the Services in accordance with the Support Services Policy. Finity will prioritise Support Requests based on its assessment of the severity level of the problem or issue reported being made.

2. The Support Services Policy is described below with regard to severity Based on the severity level assigned to a Support Request, Finity will use commercially reasonable endeavours to respond to a Support Request in accordance with the times set out below:

Severity	Definition	Response Time	Resource Allocation Time
1	A critical error or failure of the Services that prevents payrolls from being run and which materially impacts the operations of the Customer's business; or disables major functions of the Services from being performed.	2 Business Hours	2 Business Hours
2	A critical error or failure of the Services for which a work-around exists; or a non-critical error or failure of the Services that materially impacts on the operations of the Customer's business.	4 Business Hours	4 Business Hours
3	An error or failure of the Services that: does not significantly affect functionality; may disable only certain non-essential functions; or does not materially impact the Customer's business.	8 Business Hours	8 Business Hours
4	Any isolated, minor, or cosmetic errors.	3 Business Days	As resource available

3. Where Finity is to provide a resolution for a Support Request, such resolution would include the provision by Finity of a reasonable workaround which does not materially impact on the Customer's operations.

4. The hours spent by Finity on the delivery of Support Services during any calendar month (except your first calendar month of service, where support hours are uncapped) are on a fair usage basis, and when deemed by Finity to be excessive in nature, shall then mean:

4.1 Finity ceases to have an obligation to provide Support Services to the Customer during the remainder of the period, save for any extended agreements in place; and

4.2 Where Finity agrees to provide Support Services, additional fees will apply, and these will be applied using the Hourly fees set out in in the Order Form.

5. Finity shall have no obligation to provide Support Services in respect of any issue caused by improper use of the Services by the Customer, for such Support Service required additional fees will apply and these will be applied using the Hourly fees set out in in the Order Form.

Schedule 2

Acceptable Use and Backup Policies

1. Acceptable Use Policy

This Acceptable Use Policy (“Policy”) outlines unacceptable use of Finity Back Office Instances and related Finity systems, which interact with, or access, the Internet (the “Services”). This Policy is in addition to any other terms and conditions under which Finity provides the Services to you.

Finity may make reasonable modifications to this Policy from time to time which will be made available on the Website. Revisions are effective immediately upon posting. Accordingly, we recommend that you visit the Finity website regularly to ensure that your activities conform to the most recent version.

Questions about this Policy (e.g., whether any contemplated use is permitted) and reports of violations of this Policy should be directed to info@finity.co.uk.

The examples listed in this Policy are not exhaustive. Prohibited uses and activities include, without limitation, any use of the Services in a manner that, in Finity’s reasonable judgment, involves, facilitates, or attempts any of the following:

- violating any law of, or committing conduct that is tortuous or unlawful in, any applicable jurisdiction;
- displaying, performing, sending, receiving, or storing any content that is obscene, pornographic, lewd, lascivious, or excessively violent, regardless of whether the material or its dissemination is unlawful;
- advocating or encouraging violence against any government, organization, group, individual or property, or providing instruction, information, or assistance in causing or carrying out such violence, regardless of whether such activity is unlawful;
- accessing, sending, receiving, displaying, performing, disclosing, storing, or executing any content a) in violation of any copyright, right of publicity, patent, trademark, service mark, trade name, trade secret or other intellectual property right, b) in violation of any applicable agreement, or c) without authorisation;
- deleting or altering author attributions, copyright notices, or trademark notices, unless expressly permitted in writing by the owner;
- transmitting highly sensitive personal information of an individual in a manner that can be associated with the individual, such as Social Security number, government-issued

identification number, health or medical information, credit card or debit card number, financial account information, access codes and PINs, or date of birth;

- obtaining unauthorized access to any system, network, service, or account;
- interfering with service to any user, site, account, system, or network by use of any program, script, command, or otherwise;
- introducing or activating any viruses, worms, harmful code, and/or Trojan horses;
- sending or posting unsolicited messages or e-mail, whether commercial or not, a) to any recipients who have requested that messages not be sent to them, or b) to a large number of recipients, including users, newsgroups, or bulletin boards, at one time;
- evading spam filters, or sending or posting a message or e-mail with deceptive, absent, or forged header or sender identification information;
- holding Finity or its affiliates up to public scorn or ridicule; and/or
- reselling Finity's services, in whole or in part, to any entity or individual, without Finity's prior written consent, or misrepresenting your relationship with Finity.

For every user account created in Finity Back Office, the Company provides the user's first name, last name, and email address. No other personal information is collected or used by Finity Back Office. Names are used to identify users within the system (e.g., for auditing, reporting, etc.). Email addresses are used as unique logins for each user as well as for sending email notifications.

2. Backup Policy

Finity provides hourly and nightly (at 11PM UK Time) backup processes for all Customers saved to a separate datacentre from where the Services and Software is hosted. Backup of the systems is performed by an automated script. Finity maintains transaction level customer backups for a period of seven (7) Calendar Days from the time and date of the backup as it completed. Finity maintains daily customer backups for a period of thirty (30) Calendar Days from the time and date of the backup as it completed. Finity maintains weekly customer backups for a period of ninety (90) Calendar Days from the time and date of the backup as it completed. All backups are automatically deleted once the stated timeframes elapse. In the case of departing Customers, data backups and data extraction are subject to Clause 18.