

4TH OFFICE TERMS AND CONDITIONS

The Service ordered shall be provided by 4th Office in accordance with the Service related terms detailed at: www.4thOffice.com/web/servicedescription which together with these terms and conditions and the Order shall be deemed the "Agreement".

1. Definitions

1.1. In this Agreement, including the Service specific terms and Service levels, the following words shall, unless the context clearly requires otherwise, have the following meanings:

"Affiliate"	means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than fifty percent (50%) of the voting interests of the subject entity;
"4th Office"	means Marg (UK) Limited a company incorporated under the laws of England and Wales with registered number 08303949 whose registered office is at 2 Temple Back East, Temple Quay, Bristol, BS1 6EG, United Kingdom;
"Customer"	means the company defined as such under the Order Form;
"Customer Data"	means all electronic data or information submitted by Customer to the Services;
"Data Controller"	means a natural or legal person, public authority, agency or any other body which alone or jointly with others determines the purposes and means of the processing of Personal Data;
"Data Processor"	means a natural or legal person, public authority, agency or any other body who processes Personal Data on behalf of the Data Controller;
"Order"	means the Services as ordered under the applicable Order Form;
"Order Form"	means the documents for placing orders hereunder that are entered into between Customer and 4th Office or any of its Affiliates from time to time. By entering into an Order Form hereunder, where applicable, an Affiliate also agrees to be bound by the terms of this Agreement as if it were an original party hereto. Order Forms shall be deemed incorporated herein by reference;
"Personal Data"	means Customer Data relating to an identified or identifiable natural person;
"Services"	means the products and services that are ordered by Customer under any Order Form and provided in accordance with the service specific terms detailed under Schedule A to this Agreement;
"User"	means a person that uses the Service.

1.2. References to Sections, Clauses, Sub-Clauses, Schedules and Appendices are to the sections, clauses, sub-clauses of and schedules and appendices to, this Agreement.

1.3. This Agreement constitutes the entire understanding between 4th Office and the Customer with respect to the subject matter herein and expressly excludes and/or supersedes any previous statements or agreements between 4th Office, or 4th Office's agents, and the Customer whether written or oral relating to the provision of the Service.

2. Supply of Service

2.1. 4th Office shall make the Services available to Customer pursuant to this Agreement and the applicable Order Forms during the term of such Order. Customer agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by 4th Office regarding future functionality or features.

2.2. 4th Office does not guarantee that any infrastructure installation, or part thereof, used by 4th Office in the provision of the Service is dedicated to the sole use of the Customer. The terms of this clause 2.2 shall not relieve 4th Office of its confidentiality and data privacy obligations detailed under this Agreement.

2.3 4th Office may at any time amend the Service and any documentation relating thereto provided there is no material degradation in the Service

2.4 The Customer agrees to enter into this Agreement upon the terms and conditions set out herein and in the course of the Customer's business and not as a consumer. The Service is provided to the Customer for its own use and the Customer shall not resell the Service to any third party.

2.5 The Customer acknowledges that the Service provides the Customer with tools to use how they wish and will be provisioned with 4th Office's default settings. It is the Customer's sole responsibility to configure and operate the Service to meet its own requirements.

2.6 Where the Customer requests additional bespoke development work or professional services to be performed (as detailed under the Order Form), such additional services shall be provided on an "as is" basis and 4th Office expressly disclaims all warranties of any kind whether express, implied or otherwise, including but not limited to warranties of satisfactory quality or fitness for a particular purpose.

3. Customer's Obligations

3.1. The Customer will provide 4th Office with all information 4th Office may reasonably request from time to time to allow 4th Office to supply the Service to the Customer. All information the Customer supplies will be complete, accurate and given in good faith. Such information will be treated as Confidential Information under the terms of this Agreement.

3.2. The Customer recognises that information will be submitted to the Service by the Customer and accordingly the Customer agrees to use the Service for legitimate and lawful business purposes only.

3.3. 4th Office accepts no liability for any breach by the Customer of Clause 3.2 and the Customer shall be responsible for any liability incurred by 4th Office to third parties resulting from information submitted to the Service.

4. Charges and Payment

4.1. Payment for the Service shall be made by the Customer to 4th Office in accordance with the terms of the Order Form.

4.2. 4th Office will commence charging for the Service in accordance with the Service Available Date detailed under the Order Form. If 4th Office has been unable to make the Service available due to a failure by Customer to provide required information or due to Customer's act or omission, 4th Office shall be entitled to commence charging for the Service and Customer shall be obliged to pay for the Service as if the Service had been made available.

4.3. Customer shall notify 4th Office if at any time the actual use of the Service exceeds the amount detailed under the Order Form. Additionally, 4th Office will monitor Customer's actual usage of the Service and if the usage exceeds the amount detailed under the Order Form 4th Office reserves the right to raise additional invoices and/or make adjustments to subsequent invoices to cover charges for the increase in such Users on a pro-rata basis for the remaining part of the current invoicing period.

4.4. No reduction in the Services and applicable charges under an Order may occur during the Minimum Period as defined in the Order Form.

4.5. Unless Customer notifies 4th Office of a reduction in Registered Usage at least ninety (90) days prior to the expiry of the then current Term, the then current Registered Usage shall apply to any subsequent Term.

4.6. 4th Office reserves the right having given Customer a minimum of fourteen (14) days prior written notice to temporarily suspend Service to Customer in the case of late or non-payment of 4th Office' invoices.

4.7. Customer shall not be entitled by reason of any set-off, counter-claim, abatement or other similar deduction to withhold payment of any amount due to 4th Office.

5. Service Delivery

5.1. Subject to the prior written acceptance by 4th Office of an Order, 4th Office will provide the Service with all reasonable skill, care and diligence and in accordance with Schedule A to this Agreement. The Customer acknowledges and agrees to such terms that together with this Agreement shall be the sole terms applicable to the provision of the Service. The credits detailed in within such service level provisions shall correspond with the monthly charges paid by the Customer to 4th Office under the applicable Order.

5.2. To the extent permitted by law, the foregoing conditions are in lieu of and exclude all other express and implied warranties, conditions and other terms, including but not limited to warranties of merchantability, satisfactory quality and fitness for a particular purpose

6. Limitation Of Liability

6.1. Neither party shall limit its liability (if any) in respect to the following:

6.1.1. fraud,

6.1.2. the death of, or personal injury to, any person caused by negligence.

6.2. Subject to Clauses 6.1 and 6.3, neither party's liability with respect to any single incident arising out of or related to this Agreement (whether in contract or tort or under any other theory of liability) shall exceed the lesser of one hundred thousand pounds (£100,000) or the amount paid by Customer hereunder in the twelve (12) months immediately preceding the relevant incident, provided that in no event shall either party's total aggregate liability arising out of or related to this Agreement (whether in contract or tort or under any other theory of liability) exceed the total amount paid by Customer hereunder. The foregoing shall not limit Customer's payment obligations under clause 4 above.

6.3. In no event shall either party have any liability to the other party under or in relation to this Agreement whether in contract, tort or under any other theory of liability for:

6.3.1. any financial damages as a result of loss or damage to property, economic loss, cost of replacement services, loss of profits, loss of revenue, loss of orders, loss of goodwill, loss of data, and/or loss resulting from damage to image or reputation in each case whether direct or indirect, or

6.3.2. any indirect or consequential loss or damage arising from or related to this Agreement,

howsoever caused and whether or not such losses are foreseeable, even if that party has been advised (or is otherwise aware) of the possibility of such losses in advance.

7. License rights and Use of the Services

7.1 4th Office grants to the Customer for the term of the Order a non-exclusive, non-transferable, non-sublicense able, limited, revocable and terminable license to access and use the Service as set forth in this Agreement and expressly conditioned upon the Customer's full compliance with the Terms.

7.2 Irrespective of whether or not copyright or other rights in or to the Service or content in the Service are owned by 4th Office, the Customer shall not extract or re-utilize the contents of the Service (or any part thereof) for any other commercial purpose than the use of the Service.

7.3 Save to the extent expressly permitted by applicable law, Customer shall not (i) permit any third party to access the Services except as permitted herein or in any Order Form, (ii) create derivative works based on the Services except as permitted herein, (iii) copy, frame or mirror any part or content of the Services, other than copying or framing on Customer's own intranets or otherwise for its own internal business purposes, (iv) reverse engineer the Services, or (v) access the Services in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Services.

7.4 Subject to the limited rights granted by Customer hereunder, 4th Office acquires no right, title or interest from Customer or its licensors under this Agreement in or to Customer Data, including without limitation any intellectual property rights therein.

7.5 4th Office shall have a royalty-free, worldwide, irrevocable, licence, for the duration of the applicable intellectual property rights, to use and incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by Customer, including Users, relating to the operation of the Services.

8. Third Party Applications

8.1 If Customer installs or enables a third party applications for use with Services, Customer acknowledges that 4th Office may allow providers of such applications to access Customer Data as required for the interoperation and support of applications with the Services. The Customer reserves the right to restrict such access by restricting the installation or enablement of such applications for use with the Services. Customer shall be responsible for entering into contractual arrangements directly with any third party application providers to ensure appropriate protection of and access to Customer Data, and to address responsibility for any disclosure, modification or deletion of Customer Data by the third party application providers, or any breach of Privacy Laws resulting from such third party's access to Customer Data. Any such third party application providers shall not be considered subcontractors or sub-Data Processors of 4th Office. 4th Office shall not be responsible for any disclosure, modification, corruption, loss or deletion of Customer Data, or any breach of applicable Privacy Laws, resulting from any access by a third party application provider to Customer Data through a third party application installed by Customer.

8.2 The Services may contain features designed to interoperate with applications not operated by 4th Office. To use such features, Customer may be required to obtain access to such third party applications from their providers. If the provider of any such application ceases to make such third party application available for interoperation with the corresponding Service features on reasonable terms, 4th Office may cease providing such Service features without entitling Customer to any refund, credit, or other compensation.

9. Intellectual Property Rights

9.1. The intellectual property rights in the Service and any hardware or software used in connection with the Service is and will at all times remain 4th Office's property or that of 4th Office's licensors.

9.2. In the event that the Service infringes any third party rights, 4th Office will indemnify the Customer against any loss or damage and shall defend and/or settle any third party claim that the Service infringes provided always that the Customer promptly notifies 4th Office of any such claim in writing, gives 4th Office the sole control of any such action or proceedings and gives 4th Office such assistance as it may reasonably require to settle and/or defend such action or proceedings (at the cost of 4th Office). Any award of costs and/or damages shall belong to 4th Office. In such event, 4th Office shall, at its option:

9.2.1. procure for the Customer the right to continue to use the Service;

9.2.2. make the Service available without infringing so far as 4th Office is aware any third party Intellectual Property Rights; or

9.2.3. terminate this Agreement forthwith on written notice to the Customer.

9.3. The indemnity in Clause 9.2 above shall not apply to any infringement resulting from:

9.3.1. use of the Service which does not comply with the uses permitted under this Agreement;

9.3.2. the combination of the Service with any third party product and/or service or modification undertaken by the Customer without the prior written consent of 4th Office.

9.4 Customer shall defend 4th Office against any claim, demand, suit or proceeding made or brought against 4th Office by a third party alleging that the Customer Data, or Customer's use of the Services in breach of this Agreement, infringes or misappropriates the intellectual property rights of a third party or breaches applicable law. In such event the Customer shall indemnify 4th Office against any loss or damage and shall defend and/or settle any third party claim that the Service infringes provided always that 4th Office promptly notifies the Customer of any such claim in writing, gives the Customer the sole control of any such action or proceedings and gives the Customer such assistance as it may reasonably require to settle and/or defend such action or proceedings (at the cost of the Customer).

10. Termination

10.1 Without prejudice to any other rights to which it may be entitled, either party may terminate this Agreement with immediate effect if the other party commits any material breach of any of the terms herein and (if such a breach is remediable) fails to remedy that breach within thirty (30) days of that party being notified under this Clause 10.1 of the breach, such notice to refer to the notifying party's intent to terminate this Agreement unless the breach is remedied.

10.2 Any notifications of termination by Customer under this Clause or Section A of the applicable Order Form must be sent by email to support@4th Office.com. Any notice given according to the above procedure shall be deemed to have been given when received

11. Survival

The following Clauses shall survive termination

Clause 6	Limitation Of Liability
Clause 9	Intellectual Property Rights
Clause 12	Confidentiality Clause
Clause 15	General

12. Confidentiality

12.1. Each party agrees and undertakes that during the term of this Agreement and thereafter in perpetuity it will keep confidential and will not use for its own purposes nor without the prior written consent of the other party disclose to any third party any information of a confidential nature (including without limitation trade secrets and information of commercial value) which may become known to that party from the other party ("Confidential Information") unless the information (i) is public knowledge or (ii) is already known to that party at the time of disclosure or (iii) subsequently becomes public knowledge other than by breach of this Agreement or (iv)

subsequently comes lawfully into the possession of that party from a third party or (v) is required to be disclosed by law or court order provided that the recipient promptly notifies the discloser in writing of the requirement for disclosure and limits the content and distribution of such disclosure to the extent reasonably possible.

12.2. To the extent necessary to implement the provisions of this Agreement each party may disclose the Confidential Information to those of its Affiliates, employees and sub-suppliers as may be reasonably necessary or desirable provided that before any such disclosure each party shall make those employees and sub-suppliers aware of its obligations of confidentiality under this Agreement and shall at all times procure compliance by those employees and sub-suppliers with them.

13. Force Majeure

13.1. Excepting any obligation to make payment hereunder the obligations of each party under this Agreement shall be suspended during the period and to the extent that such party is prevented or hindered from complying with them by any cause beyond its reasonable control. In the event that the cause continues for more than thirty (30) days after written notification either party may terminate this Agreement immediately upon written notice to the other party.

14. Data Privacy

14.1. Customer acknowledges that information processed in the course of performing the Services may contain personally identifiable information of individuals and associated metadata and that the processing of such information may therefore involve the processing of personal data. With respect to any and all data, including, but not limited to, third party data, personally identifiable information and associated metadata obtained by 4th Office pursuant to Customer's use of the Services (collectively, the "Data"), Customer shall take all necessary measures to ensure that it, and all its employees, are aware that their personal data may be processed as part of the Services and that they have given their consent to such processing as well as complied with their responsibilities as data controller or data subjects, as applicable, in accordance with applicable privacy laws and/or regulations ("Privacy Laws"). Customer understands and agrees that 4th Office has no control or influence over the content of the Data processed by 4th Office and that 4th Office performs the Services on behalf of Customer.

14.2. Customer warrants that (i) it is validly existing under the laws of its incorporation and has all rights, powers and authorities to enter into this Agreement, and (ii) it will comply with all applicable Privacy Laws in collecting, compiling, storing, accessing and using Customer Data in connection with the Services.

14.3. The aforementioned notwithstanding, 4th Office collects, stores and uses the following types of information and data:

- Personally identifiable information (PII);
- Non-personal information (NPI);
- Your private data generated on the platform including metadata and other content.

14.4. Personally identifiable information (PII) is information that can be used to identify an individual person and includes information such as IP addresses, Account details, email addresses, names, contact

lists and all similar information. We collect, store, and use PII for the sole purpose of being able to deliver our Services to you.

14.5. We use Amazon Web Services (AWS) infrastructure to store your data. Apart from AWS security policies, we take a number of measures to ensure that your data is never read by anyone else. We ensure that all transmission is secured with HTTPS so that no one else can access your data. For this, we use a strong protocol (TLS 1.2), a strong key exchange (ECDHE_RSA), and a strong cipher (AES_128_GCM) with industry standard 256 bit encryption using TLS/SSL (HTTPS).

14.6. Non-personal information (NPI) is information which cannot be used to identify an individual person, such as technical information about your device, location, time zone, activity usage, performance metrics, configuration settings, anonymous behavioral information and other aggregated information.

14.7. Additionally, whenever you interact with our Services, we automatically receive and record 'cookie' information from your browser or device. 'Cookies' are identifiers we transfer to your browser or device that allow us to recognize your browser or device and tell us how and when pages and features in our Services are visited and by how many people. You may be able to change the preferences on your browser or device to prevent or limit these, but this may prevent you from taking advantage of some of our features.

14.8. Your private data generated on the platform is stored by our cloud service and some of that content is stored locally on your device. They are used exclusively to provide you with our Services.

14.9. You can request the deletion of your data from 4th Office by writing to support@4thoffice.com. Email content stored locally on your device can be removed by deleting our apps.

14.10. Except as described elsewhere in these Terms, no 4th Office employees, contractors, agents or other personnel (collectively '4th Office personnel') will access or use your data in a manner that would identify you as an individual.

14.11. We have strict controls and processes in place which are designed to limit access to and use of your data by 4th Office personnel. We have technical controls and audit policies in place which are designed to ensure that any access to such data by 4th Office personnel is logged. All 4th Office personnel who may have or require access to your data as part of their services to 4th Office are bound to our policies regarding your data and we treat the privacy and security of your data with utmost respect.

14.12. 4th Office personnel may need to access your data in connection with troubleshooting or responding to a problem, system maintenance or upgrades, or other activities in the ordinary course of operating our Services. In most cases, we will notify you and ask for your permission prior to giving 4th Office personnel permission to access your data. However, we may access and disclose certain data if we have a good-faith belief that such access, use, preservation or disclosure of your data is reasonably necessary to:

- meet any applicable law, regulation, legal process or enforceable governmental request;
- enforce these Terms, including investigation of potential violations;

- detect, prevent, or otherwise address fraud or security issues; and/or
- protect against harm the rights, property or safety of 4th Office, our users or the public as required or permitted by law.

14.13. We make efforts to engage with third parties that post a privacy policy governing their collection, storage, processing and use of PII and NPI. Such service providers include, without limitation, and subject to change, Amazon Web Services (AWS), Mixpanel, NetResults, Zendesk, MailChimp, and Google Analytics. Please read their terms of use and privacy policies to better understand their privacy practices.

15. General

15.1. Save as expressly provided in this Agreement, no amendment or variation of this Agreement shall be effective unless in writing and signed by a duly authorised representative of each of the parties to it.

15.2. Customer is not entitled to transfer or assign this Agreement without 4th Office's prior written consent which shall not be unreasonably withheld. 4th Office may assign, sub-contract or sub-let this Agreement or any part thereof.

15.3. The failure of a party to exercise or enforce any right under this Agreement shall not be deemed to be a waiver of that right nor operate to bar the exercise or enforcement of it at any time or times thereafter.

15.4. If any provision of this Agreement becomes invalid, illegal or unenforceable then such provision shall be severed and the remainder of this Agreement shall continue in full force and effect.

15.5. Nothing in this Agreement is intended to confer on a person any right to enforce any term of this Agreement which that person would not have had but for the Contract (Rights of Third Parties) Act 1999.

15.6. All disputes between the parties arising out of or relating to this Agreement or the breach, termination or validity thereof shall be referred by either party in writing, first to each party's representative. The representatives shall meet and attempt to resolve the dispute within a period of thirty (30) days from the date of referral of the dispute to them.

15.7. Except as expressly set out in Clause 10.2, any notice required to be given pursuant to this Agreement shall be in writing and shall be given by delivering the notice by hand, or by sending the same by prepaid first class post (airmail if to an address outside the country of posting) to the address of the relevant party set out in this Agreement or such other address as either party notifies to the other from time to time. Any notice given according to the above procedure shall be deemed to have been given at the time of delivery (if delivered by hand) and when received (if sent by post).

15.8. Customer agrees that subject to the Customer's prior written consent, 4th Office may use Customer's company name, logo and testimonial (if such testimonial is provided) in 4th Office's promotional material and communications including, but not limited to, proposals, presentations, website and corporate brochure.

14.9 This Agreement shall be governed by and construed in accordance with the laws of England and Wales and each party hereby irrevocably submits to the exclusive jurisdiction of the Courts of England and Wales. Notwithstanding the foregoing nothing herein shall preclude either party from seeking injunctions from any court of competent jurisdiction in order to protect its intellectual property rights or Confidential Information.