

NetDocuments Master Services Agreement for Tikit Customers

These are the terms of the NetDocuments Master Services Agreement (the ‘Agreement’) which apply to Tikit customers who wish to use NetDocuments’ services. This Agreement takes effect when incorporated by reference in a Tikit Agreement, that is to say an agreement between a Tikit company and a customer wishing to purchase services which include a subscription to Services (as defined below) provided by NetDocuments.

References in this document to ‘**Tikit**’ mean the entity which concludes a Tikit Agreement, which is either (i) Tikit Limited, a private limited company registered in England and Wales with company number 2885516, whose registered office is 81 Newgate Street, London, EC1A 7AJ or (ii) a company from time to time in the same group (as defined by section 474(1) of the Companies Act 2006 enacted in the United Kingdom) as Tikit Limited.

This NetDocuments Master Services Agreement (the “**Agreement**”) is effective on the date of the Tikit Agreement (“**Effective Date**”) and made between:

1. **NetDocuments Ltd**, a limited company registered in England and Wales with company number 7509508 and with its registered office at 3 Wesley Gate, Queens Road, Reading RG1 4AP (“**NetDocuments**”);

and

2. the customer specified in the Tikit Customer Agreement (“**Customer**”);

on the basis that:

- I. Subject to clause 2.4, NetDocuments uses Tikit as agent for the performance of parts of NetDocuments’ obligations in this Agreement; and
- II. This agreement governs the relationship between Customer and NetDocuments.

BACKGROUND

- A. NetDocuments is the UK supplier of a cloud-based document and email management service in which documents, emails and other data owned by its customers and their associates are stored on a datacentre infrastructure in the United Kingdom, controlled by NetDocuments.
- B. Tikit is a NetDocuments Global Partner and agent (limited to performance of this Agreement) of NetDocuments.
- C. Customer desires to subscribe to services provided by NetDocuments’. This Agreement governs the supply of NetDocuments’ services and Tikit Customer Agreement governs the supply of related services by Tikit to Customer independently of NetDocuments.

AGREED TERMS

1. Definitions

- 1.1. “**Administrative Contact**” means the contact designated by Customer in writing as its primary Administrative Contact for purposes of Digital Notices, Help Desk Support, issues related to Service Outages and other problems and related technical items.
- 1.2. “**Agreement**” has the meaning set out in the preamble and includes all Appendices attached hereto.
- 1.3. “**Confidential Information**” has the meaning set out in Clause 6.

- 1.4. **“Custom Services”** means any professional non-recurring services provided specifically for Customer (by NetDocuments or by Tikit as described in Clause 2.3 which are set out in a Statement of Work. Examples of Custom Services include data conversion, training or application integration.
- 1.5. **“Customer Data”** means the data and documents uploaded using the Services by a Service User and any data that is generated as a result of interaction by a Service User with the Services, including metadata, data tables and other data, all for the period they remain stored through use of the Services.
- 1.6. **“Customer Help Desk Contacts”** shall mean the Administrative Contact and any other information technology Employee Equivalent designated by Customer in writing to Tikit or NetDocuments as Customer Help Desk Contacts.
- 1.7. **“Customer Facilities”** has the meaning set out in Clause 5.1.
- 1.8. **“Customer Service Account”** means the facility provided by NetDocuments enabling Customer to manage and configure the Services. The Customer Service Account includes the facility to authorise access to the Services by Internal Users and permitting Internal Users to provide third parties with access to certain functions of the Services and/or with access to specified documents stored using the Services.
- 1.9. **“Datacentre”** means the computer systems and infrastructure under the control of NetDocuments and necessary to host the Services and to store and process the Customer Data up the boundary where they connect to the Internet. References to the Datacentre mean such facilities one or more locations.
- 1.10. **“Data Protection Act”** means the Data Protection Act 1998 as amended from time to time, or any legislation enacted in substitution for such legislation in the United Kingdom.
- 1.11. **“Digital Notice”** means providing notice to the Administrative Contact by electronic mail, the NetDocuments support site, or other digital means to the recipient’s NetDocuments account, including by means of posting information or a link to information on the recipient’s NetDocuments login or home page.
- 1.12. **“Disclosing Party”** means a party which discloses to the other party any Confidential Information.
- 1.13. **“Documentation”** means all generally available documentation relating to the Services produced and made available by NetDocuments or Tikit, including all user manuals, operating manuals and other instructions, specifications, documents and materials, in any form or media, that describe any component, feature, requirement or other aspect of the Services, including any functionality, testing, operation or use thereof.
- 1.14. **“Echoing”** means the optional Services feature that creates a copy of recently edited documents on a compatible access device within the Customer Facilities such as a workstation or laptop of a Service User.
- 1.15. **“Employee Equivalent”** means any individual who is an employee of Customer or provides services primarily to Customer and has been issued a Customer-authorized email account.
- 1.16. **“Force Majeure Event”** has the meaning set out in Clause 12.6.
- 1.17. **“Full Billing Commencement Date”** shall be the date identified as the Full Billing Commencement Date in the Pricing Document.
- 1.18. **“Help Desk Support”** means the support included in the Subscription Fee for the Services and the NetDocuments Software, defined and described more fully in the Support Schedule attached to this Agreement.
- 1.19. **“including”** means ‘*including, without limitation*’, and ‘*include*’, ‘*included*’ will be interpreted in like manner.

- 1.20. **“Intellectual Property”** means all rights and interests in all (a) patents, patent applications, and continuing (continuation, divisional, or continuation-in-part) applications, re-issues, extensions, renewals, and re-examinations thereof and patents issued thereon; (b) registered and unregistered trademarks, service marks, trade names, domain names, and all of the associated goodwill; (c) registered and unregistered copyrights and all other literary and author’s rights or moral rights; (d) trade secrets, know-how, show-how, concepts, ideas, methods, processes, designs, discoveries, improvements, and inventions, whether or not patentable; (e) all other intellectual, industrial, and proprietary rights now or hereafter coming into existence throughout the world; (f) applications for and registrations, renewals, and extensions of any of the foregoing; and (g) exclusive and non-exclusive licence rights to any of the foregoing.
- 1.21. **“Internal User”** means each individual who is an Employee Equivalent who accesses the Services under the Customer Service Account, and any other Service User granted Internal User rights under the Customer Service Account.
- 1.22. **“Initial Term”** has the meaning set out in Clause 7.1.
- 1.23. **“Legal Demand”** means a discovery request, subpoena, court order or other instrument issued by a court, tribunal or government agency with apparent jurisdiction demanding that a third party be provided copies of, access to or other rights with respect to any Customer Data.
- 1.24. **“Local Document Server”** means a server provided by Customer within the Customer Facilities for the purpose of creating a redundant copy of documents and metadata (profile information) from the Services.
- 1.25. **“Monthly Startup Fee”** means the Monthly Startup Fee specified in the Pricing Document.
- 1.26. **“NetDocuments Software”** means any computer software in object code form which is supplied by NetDocuments in conjunction with the Services and which is required to be installed and operated on Customer Facilities. NetDocuments Software includes server-side software, workstation software, software for mobile devices and/or plug-ins for third party software. For the avoidance of doubt, NetDocuments Software does not include any software which is deployed at the Datacentre.
- 1.27. **“NetDocuments Website”** means www.eu.netdocuments.com and any successor website designated by NetDocuments upon no less than ninety (90) days’ advanced Digital Notice.
- 1.28. **“Pricing Document”** means a written statement of the number of Internal Users as at the Effective Date, the Full Billing Commencement Date and the fees payable in connection with this Agreement (including the Prices, Monthly Startup Fee and Subscription Fees) which is either (i) annexed to this Agreement or (ii) incorporated in an agreement between Tikit and Customer (which will typically include fees payable in connection with this Agreement and also fees payable by Customer to Tikit).
- 1.29. **“Prices”** means the unit fees for any Services, that is to say the base figures for such fees rather than the aggregate fees based on the number of Internal Users.
- 1.30. **“Receiving Party”** means a party which receives from (or on behalf of) the other party any Confidential Information.
- 1.31. **“Renewal Term”** has the meaning set out in Clause 7.1.
- 1.32. **“the Regulator”** means the Solicitors Regulation Authority and/or the Law Society of Scotland (as applicable for the Customer if regulated by either or both of those organisations).
- 1.33. **“Scheduled Maintenance”** means the scheduled period of time when access to all or part of the Services is not available to Service Users limited to (a) no more than one event of Scheduled Maintenance during each calendar month; (b) events of Scheduled Maintenance shall lasting no more than 6 hours per month in the aggregate; and (c) events of Scheduled

Maintenance scheduled during periods of low system usages, which will typically be nighttime hours or on weekends.

- 1.34. **“Service Outage”** means a situation in which (a) the servers hosting the Services are not accessible as a result of failures at the Datacentre or (b) login, search and read functionality are unavailable to Service Users generally. The following do not constitute Service Outages: (a) Scheduled Maintenance, (b) Force Majeure Events and (c) unavailability of the Services as a result of the failure of Customer Facilities or connectivity between Customer Facilities and the Internet. The absence or existence of a Service Outage will be determined and measured by performance metrics generated by NetDocuments.
- 1.35. **“Services”** excludes Custom Services and means those services which are made generally available by NetDocuments which Customer has elected to purchase, as set out in the Pricing Document or in any supplement to the Pricing Document agreed after the Effective Date. The Services include provision of Services Updates and Help Desk Support.
- 1.36. **“Service Software”** means the software, Intellectual Property, technology and related rights owned, leased or licensed by NetDocuments and its subcontractors, including any of the foregoing that comprise or are used to provide the Services, but excluding the NetDocuments Software.
- 1.37. **“Service Users”** means the people (that is to say, human users) provided with access to the Services. Such access is for use only in connection with the Customer’s business.
- 1.38. **“Service Updates”** means any modifications to the Services.
- 1.39. **“Statement of Work”** means a document which refers to this Agreement and which records Custom Services to be provided by NetDocuments.
- 1.40. **“Subscription Fee”** means the periodic fee for the Services. The amount of the initial Subscription Fee is set out in the Pricing Document and is subject to adjustment after the Initial Term as set out in Clause 10.
- 1.41. **“Term”** means the Initial Term and any Renewal Term.
- 1.42. **“Transition Period”** has the meaning set out in Clause 7.3.
- 1.43. **“Unauthorised Access”** means access to or use of Customer Data other than through the use of a Customer-generated password that, consistent with the settings and permissions in the Services, has rights to access such Customer Data.

2. **Supply of Services**

- 2.1. **NetDocuments Global Partner.** At the Effective Date, Tikit is a NetDocuments Global Partner. Throughout the Term, for such period as Tikit continues to be a NetDocuments Global Partner, Tikit will participate in the performance of this Agreement as follows:
 - 2.1.1. Tikit will act as an intermediary between the Administrative Contact and NetDocuments and be responsible for ensuring that communications routed through Tikit are re-communicated to relevant persons as necessary;
 - 2.1.2. Tikit will act as an intermediary between the Customer Help Desk Contacts and NetDocuments;
 - 2.1.3. Tikit will for the duration of the Term invoice and collect from Customer on NetDocuments behalf the applicable Monthly Startup Fee, Subscription Fees and any other sums due under this Agreement and NetDocuments agrees that payment of such invoices by Customer will be good and sufficient payment of such sums for the purposes of this Agreement;
 - 2.1.4. Tikit will administer in accordance with this Agreement any claims for Service Credits;

- 2.1.5. Tikit will act as a conduit between Customers and NetDocuments for the proper communication of any notices, including Digital Notices; and
 - 2.1.6. Tikit will provide Help Desk Support (but NetDocuments will remain responsible for Scheduled Maintenance and will provide such assistance as Tikit requires for Help Desk Support).
- 2.2. From time to time, NetDocuments and Tikit might adjust the extent of Tikit's participation in this Agreement but such arrangements will not prejudice Customer's entitlement to full performance of this Agreement.
- 2.3. Performing Custom Services. Ordinarily, any requirement for Custom Services will be fulfilled by Tikit and such work will be deemed to be performed by Tikit pursuant to a separate agreement between Tikit and Customer. In such cases Tikit will not be acting as NetDocuments' agent and the Custom Services will be outside the scope of this Agreement. In exceptional cases where the Custom Services cannot be fulfilled by Tikit, Custom Services will be fulfilled by NetDocuments pursuant to this Agreement.
- 2.4. If Tikit ceases to be a NetDocuments Global Partner for the purposes of this Agreement (evidenced by notice in writing served by NetDocuments or by Tikit) or if Tikit ceases for any other reason to perform its obligations in this Agreement:
 - 2.4.1. NetDocuments shall resume performance of those obligations in this Agreement previously allocated to Tikit (but not the obligations in the Tikit Agreement);
 - 2.4.2. Customer shall accept and pay invoices for sums under this Agreement from NetDocuments direct instead of via Tikit;
 - 2.4.3. Customer will not be required to pay twice for any sums due under this Agreement which are invoiced to Tikit prior to NetDocuments resuming performing under clause 2.4.1;
 - 2.4.4. NetDocuments will not be liable for Tikit's deficient or non-performance prior to NetDocuments resuming performing under clause 2.4.1; and
 - 2.4.5. any new requirement for Custom Services would be fulfilled by NetDocuments rather than Tikit.
- 2.5. Unless and until NetDocuments resumes performance of Tikit obligations as described in clause 2.4, the provisions of clause 2.1 prevail over any inconsistent provisions in the remainder of this Agreement.
- 2.6. In the course of performing obligations under this Agreement, Tikit acts as an agent of NetDocuments, as follows:
 - 2.6.1. Tikit is authorised by NetDocuments and acts as NetDocuments' agent when performing the obligations set out in clause 2.1;
 - 2.6.2. Tikit is authorised by NetDocuments and acts as NetDocuments' agent when agreeing the Pricing Documentation if Tikit opts to incorporate the Pricing Documentation within a separate agreement between Tikit and the Customer;
 - 2.6.3. Tikit is not authorised to vary this Agreement or to otherwise bind NetDocuments.
- 2.7. NetDocuments Services. Subject to the terms of this Agreement, NetDocuments shall provide the Services to Customer during the Term. The initial number of Internal Users is set out in the Pricing Document. Customer shall pay additional Subscription Fees at any time the number of Internal Users exceeds the number of Internal Users set out in the Pricing Document. Any Employee Equivalent authorised to access any Service through the Customer Service Account will count toward the number of, Internal Users. Customer shall prohibit the shared use of Service User login information or accounts.

- 2.8. Updates and Modifications. At the sole discretion of NetDocuments, following Digital Notice to Customer, the Services may be modified from time to time provided that such modifications are reasonably likely to be generally perceived by subscribers to the Services as improving and building upon the Services. Customer shall have the option to, but not be obliged to, take any enhancements, modifications or Service Updates which involve payments in addition to the Subscription Fee. NetDocuments shall, via Digital Notice keep Customer informed of Service Updates or Scheduled Maintenance and other developments which may materially affect Customer's use of the Services.
- 2.9. Minimum Features of the Service. In the course of providing the Services, NetDocuments shall:
- 2.9.1. at the Datacentre, use a multi-tier server structure consisting of web servers, directory servers, database servers, and index servers in which each class of server is highly available without a single point of failure;
 - 2.9.2. deploy at the Datacentre a managed dual-level firewall and intrusion detection system that will include monitoring for Unauthorized Access and denial of service attacks;
 - 2.9.3. at the Datacentre, store Customer Data saved using the Services (and not deleted) on highly available servers located at two or more locations;
 - 2.9.4. provide the technology for Echoing on compatible access devices, subject to proper configuration and management of the relevant Customer Facilities by Customer;
 - 2.9.5. at the Datacentre, maintain redundant high-capacity Internet service providers for its data services from major telecommunications providers;
 - 2.9.6. provide automatic backup power generators in the Datacentre to maintain operations for at least three (3) calendar days in case of a major power outage; and
 - 2.9.7. permit Internal Users to provide third parties with access to certain functions and/or to specified documents stored using the Services.
- 2.10. Custom Services. Except as expressly set forth in a Statement of Work, NetDocuments shall have no obligation to provide any Custom Services or other professional services of any kind.
- 2.11. Service Users terms. Some Services may require Service Users to agree electronically to terms of use when they log on. Such terms of use apply to non-Tikit customers who subscribe to the Services online.
- 2.12. Service Users. Customer acknowledges and agrees that Service Users are not intended third party beneficiaries under this Agreement and that NetDocuments has no duties to any entity other than Customer under this Agreement. Service Users must use the Services only for the purposes of the Customer's business. Customer shall indemnify NetDocuments against any use of the Services by a Service User in breach of this Agreement and any claims by Service Users that NetDocuments has duties to such Service Users arising under or with respect to the Services.
- 2.13. Subscribing for further Services. After the Effective Date, any requirement for additional Services subscribed by Customer will be set out in a supplement to or amended version of the Pricing Document.

3. Intellectual Property and Related Rights

- 3.1. Ownership of Intellectual Property. NetDocuments and its licensors are the sole and exclusive owner of all Intellectual Property, NetDocuments Software, Documentation and

other proprietary rights and interests in and to the Services. Customer acknowledges and agrees that Customer neither has and shall not attempt to claim, any interest in or to any and all of the Services, the NetDocuments Software, the Documentation or any Intellectual Property of NetDocuments used to provide the Services, or the use thereof, other than any access expressly granted in this Agreement. Any access of Customer and the Service Users to NetDocuments Software will be in object code form and only as incidental to use of the Services.

- 3.2. No copying or reverse engineering. Customer shall not, and shall ensure that its Service Users do not, copy, modify, sublicense, distribute, rent, lease, convey, translate, disassemble, reverse engineer or decompile any portion of the Services, NetDocuments Software or the Service Software.
- 3.3. Ownership of Customer Data. The parties acknowledge and agree that, at all times, NetDocuments is not, and will not become, the owner of Customer Data. NetDocuments shall not use Customer Data except as expressly permitted by this Agreement, required by law, required to provide the Services, or authorised by Customer.
- 3.4. Use of Customer Data. Subject to the terms and conditions of this Agreement, Customer hereby grants to NetDocuments a limited, royalty-free, non-exclusive, non-transferable and non-sublicensable licence to store and process the Customer Data in the United Kingdom as instructed by Customer or a Service User (with any use of the of the functionality of the Services to be deemed to be an instruction to perform such function) as necessary to provide the Services for the benefit of Customer for so long as Customer or any Service User uploads or stores such Customer Data using the Services.

4. Software Licence

- 4.1. The sole licence rights in respect of the NetDocuments Software are those which are expressly set out in this Agreement.
- 4.2. Subject to Customer's compliance with this Agreement NetDocuments hereby grants to Customer a limited, non-exclusive, non-assignable, non-sublicensable licence to install, store and use NetDocuments Software on Customer Facilities subject to the following provisions:
 - 4.2.1. the NetDocuments Software is only for use by the authorised number of Internal Users and for the purpose of using the Services;
 - 4.2.2. unless a shorter licence period is expressly stated in a Statement of Work, the licence is for the Term.
- 4.3. Customer is permitted to store a reasonable number of copies of the NetDocuments Software for the purpose of backup, business continuity and disaster recovery in accordance with Customer's normal internal procedures.

5. Customer Responsibilities

- 5.1. Customer Facilities. Customer shall at its sole expense, provide, configure and maintain to the extent required for Customer and Service Users to obtain the benefit of the Services and for the deployment of NetDocuments Software:
 - 5.1.1. all hardware, including servers necessary to deploy NetDocuments Software;
 - 5.1.2. Internet access;
 - 5.1.3. systems software for the hardware; and
 - 5.1.4. all third party software (that is to say, all software not supplied by NetDocuments) which is generally available in the market (whether or not free of charge) including office applications, database management systems and email servers;

collectively “**Customer Facilities**”, and as further described in this Clause 5.

- 5.2. Minimum requirements. It is Customer’s responsibility to ensure that the Customer Facilities provide sufficient capacity, performance and Internet connectivity and meet the minimum requirements recommended by NetDocuments from time to time during the Term using the NetDocuments Website <https://support.netdocuments.com/entries/25286939-Service-Requirements>. NetDocuments shall use reasonable efforts to keep Customer apprised of anticipated changes to minimum and recommended levels and compatibilities and shall provide no less than 180 days Digital Notice of any changes in such levels and compatibilities. NetDocuments will not be responsible for any failure to achieve its service levels obligations resulting from Customer’s or any Service User’s failure to use the recommended configuration.
- 5.3. Configuration. Customer acknowledges and agrees that the Services and NetDocuments Software may require the installation on Customer Facilities of some optional components of the third party software described in Clause 5.1.4 including ActiveX controls.
- 5.4. Primary Help Desk Support and Configurations. Customer shall hire or otherwise engage reasonably qualified information technology personnel to (a) provide primary help desk support to all Service Users and (b) be responsible for configuring Customer Facilities as necessary to use the Services. Customer shall provide all Service User training and initially respond to all Service User enquiries. After exhausting all primary support capabilities, Customer representatives may escalate to Help Desk Support.
- 5.5. Administrative Contact. Customer shall designate one Administrative Contact, provide NetDocuments with contact information for such Administrative Contact and provide NetDocuments with prompt written notice of any change of the Administrative Contact. The Administrative Contact shall subscribe for notices on the NetDocuments Website.
- 5.6. Granting Required Access. As reasonably requested in order to provide Help Desk Support, Customer shall provide NetDocuments personnel with access to Customer Facilities when required to resolve issues. Customer shall terminate such access when no longer required.

6. Customer Data and Confidential Information.

- 6.1. Protection of Customer Data. NetDocuments (including its employees, contractors, subcontractors including Tikit and affiliates) shall not use, disclose or access Customer Data other than (a) as expressly permitted by this Agreement, (b) as authorised or provided by a Service User with access rights to the Customer Data, (c) as required to support the Services or (d) as required to comply with a Legal Demand as permitted by Clause 6.7. The obligations of NetDocuments pursuant to this Clause 6 will survive the termination of this Agreement until such time as NetDocuments no longer possesses, stores or otherwise has potential access to or control over Customer Data.
- 6.2. Security Requirements. NetDocuments shall implement and maintain industry standard administrative, physical, and technical safeguards as part of the Services that reasonably and appropriately protect the confidentiality and integrity of Customer Data from Unauthorised Access. Without limiting the generality of the foregoing, NetDocuments shall:
 - 6.2.1. provide secure authentication for all Service Users, either in the form of a user name and password combination, or in the form of digital certificate-based logins;
 - 6.2.2. as a default setting for the Services, provide for encryption of documents while stored using the Services;
 - 6.2.3. provide encrypted data transfer for all Internet communications between the Datacentre and devices accessing the Services;

- 6.2.4. perform industry-standard background checks on all NetDocuments employees, contractors and subcontractors assigned to interact with Customer or who will have access to any Customer Data; and
- 6.2.5. engage a third party contractor to conduct penetration testing of the Services on a regular basis.
- 6.3. Customer Data Access for Support. Customer acknowledges that NetDocuments support personnel will not have access to Customer Data and will require permission from a Service User if asked to provide service related to a specific document. Customer shall cause its Service Users to provide Customer Data access to NetDocuments personnel and third parties only on an as-needed basis and to terminate such access promptly after the need for such access has terminated.
- 6.4. Confidential Information. “**Confidential Information**” means any information, technical data, or know-how, whether or not a trade secret of the Disclosing Party, including that which relates to product plans, Intellectual Property, products, services, customers, employees, documents, markets, software, developments, inventions, processes, designs, drawings, engineering, marketing or finances of the Disclosing Party. Confidential Information includes the terms and conditions of this Agreement and all Customer Data. Confidential Information does not include any information which: (i) is already known by means not subject to a confidentiality obligation of the Receiving Party at the time disclosed by the Disclosing Party; (ii) is or becomes available through public sources apart from any unauthorised disclosure by the Receiving Party; or (iii) is obtained by the Receiving Party from a third party who has the right to disclose the same.
- 6.5. Protection of Confidential Information. During the Term and for a period of three years thereafter, the Receiving Party shall protect any Confidential Information received from the Disclosing Party: (i) by limiting use and disclosure of the same to its employees, and/or authorised agents or independent contractors to the extent necessary for them to perform the Receiving Party’s obligations in this Agreement; and (ii) by exercising reasonable care to prevent unauthorised use or disclosure, which shall in no event be less than the same degree of care it uses to protect its own information of like importance from unauthorised use or disclosure.
- 6.6. Permitted Use/Disclosure of Confidential Information. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information (but not, in the case of NetDocuments, Customer Data) received hereunder: (a) pursuant to a disclosure requirement applicable to such party, or (b) to the Receiving Party’s own legal counsel, independent accountant or auditor who have a need to know such Confidential Information.
- 6.7. Legal Demands. Notwithstanding anything in this Agreement to the contrary, the Receiving Party may disclose Confidential Information, including Customer Data, in response to a Legal Demand to the extent that, after the Receiving Party has complied with its obligations under the following sentence and the Disclosing Party has not caused the Legal Demand to be invalidated by lawful means. With respect to any Legal Demand for Confidential Information, the Receiving Party shall, to the extent not prohibited by the terms of the Legal Demand or governing law, (i) notify the Disclosing Party of the Legal Demand prior to the disclosure of any Confidential Information, and (ii) cooperate in good faith with the Disclosing Party, at the Disclosing Party’s expense and at the Disclosing Party’s discretion, with any reasonable effort to resist the production of Confidential Information, including obtaining a protective order or defending a proceedings to compel the production of Confidential Information. To the extent the Disclosing Party does not thereby invalidate the Legal Demand, the Receiving Party may comply with the Legal Demand.
- 6.8. Privacy Policy. NetDocuments shall access, transmit and use Service Users’ information and personally identifiable data only in accordance with the terms of this Agreement and consistent with the NetDocuments Privacy Policy on the NetDocuments Website, as of the

Effective Date. NetDocuments may update its NetDocuments Privacy Policy from time to time. If there is any conflict between the terms of the NetDocuments Privacy Policy and the terms of this Agreement, the terms of this Agreement shall prevail.

- 6.9. NetDocuments Global Partners. Customer acknowledges that Tikit will not be provided with any access to Customer Data in human-readable form. Except in the unusual circumstances where (i) Confidential Information is provided by Customer to NetDocuments rather than Tikit and (ii) such Confidential Information needs to be shared with Tikit to facilitate performance of this Agreement, Customer acknowledges that Tikit will not have access to Confidential Information provided by the Customer. Tikit shall perform this Agreement in accordance with the provisions of this clause 6.

7. Term and Termination

- 7.1. Term. The term of this Agreement shall commence on the Effective Date and shall continue thereafter for an initial term ending 3 years after the Full Billing Commencement Date (“**Initial Term**”). This Agreement shall continue year-to-year thereafter (each such one-year term being a “**Renewal Term**”) unless either party elects to terminate this Agreement by giving written notice to the other party at least 3 months prior to the expiration of the then-current Initial Term or Renewal Term.
- 7.2. Termination for breach. Without prejudice to any rights that have accrued under this Agreement or any of its rights or remedies, either party may at any time terminate this Agreement:
- 7.2.1. by giving written notice to the other party with immediate effect if the other party commits a material breach of this Agreement (including failure to pay any amounts due under this Agreement for more than 60 days after the due date for payment) and fails to remedy that breach within a period of 28 days after being notified in writing to do so (extended to 60 days if the other party commences steps to remedy the breach within 28 days and during that period requests in writing additional time to complete such steps); or
- 7.2.2. by giving 28 days’ written notice after 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 (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply; or
- 7.2.3. by giving 28 days’ written notice after 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 to Clause 7.2.2.
- 7.3. Transition Period. Unless the parties otherwise agree in writing, if NetDocuments terminates this Agreement, it shall continue providing the Services for a period of up to six (6) months from the termination date, with the exact period to be designated in writing by Customer prior to the effective date of the termination (the “**Transition Period**”), to allow Customer to transition to an alternative solution, but only if Customer is current on its fee payments under this Agreement on the date of termination, prepays the Subscription Fee for the entire Transition Period prior to the date of termination and is otherwise in compliance with its obligations under this Agreement throughout the Transition Period. This continuation of the Services during the Transition Period shall not constitute a waiver by any non-defaulting party of its claims against a defaulting party hereunder. The terms of this Agreement shall apply during any Transition Period. NetDocuments is not required to provide more than one Transition Period.

7.4. Removal of Data. Customer shall remove all Customer Data from the Services prior to termination of this Agreement, or the Transition Period. Upon request, NetDocuments will make available to Customer an application to facilitate mass transfer of the Customer Data. To the extent any Customer Data remains on the Services 30 days after the later of the termination of this Agreement or the end of the Transition Period, NetDocuments is authorised to delete and destroy all Customer Data stored on the Services in the repository of Customer. NetDocuments will have no obligation to notify any Service Users of termination of this Agreement or the Services or the deletion of Customer Data. NetDocuments will have no liability to Customer or any Service Users related in any way to its deletion and destruction of Customer Data in accordance with this Clause 7.4. To the extent Customer requests the assistance of NetDocuments in converting, copying, deleting or otherwise affecting Customer Data in connection with the termination of this Agreement (other than making available an application to facilitate transfer), such services will be performed on a time and material basis at rates outlined in NetDocuments' then-current price list and payment schedule.

8. Data Protection

- 8.1. References to 'Data Controller', 'Data Processor', 'Personal Data' have the meanings defined in the Data Protection Act.
- 8.2. Customer, as Data Controller, will comply with the Data Protection Act.
- 8.3. NetDocuments and Tikit, acting as Data Processor will comply with the 7th principle of the Data Protection Act. Consistent with the requirements of the 7th principle, NetDocuments and Tikit shall each:
 - 8.3.1. act only on instructions from Customer in respect of any Personal Data processed by them;
 - 8.3.2. have technical and organisational measures in place against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data held or processed by it, appropriate to the harm that might result from such unauthorised or unlawful processing or loss, destruction or damage to Personal Data and the nature of the Personal Data;
 - 8.3.3. take all reasonable steps to ensure the reliability of any of its staff who have access to Personal Data processed in connection with this Agreement; and
 - 8.3.4. not transfer the Personal Data provided by Customer to a country or territory outside the European Economic Area without ensuring the Personal data is afforded adequate protection within the meaning of the Data Protection Act.

9. Regulatory Requirements

- 9.1. Without prejudice to any other obligations of NetDocuments pursuant to this Agreement, NetDocuments acknowledges the obligations on Customer to use the Services in a manner which is consistent with its obligations and professional duties of a law firm regulated by the Regulator.
- 9.2. Customer authorises and NetDocuments agrees to co-operate with all reasonable requests from the Regulator (and any lawful representatives of the Regulator) for access to Customer Data pertaining to the clients and business of Customer.
- 9.3. Notwithstanding any other provisions of the Agreement, NetDocuments agrees to return, upon demand, in a complete, readable and understandable form, all Customer Data. This obligation will prevail even if Customer is in breach of its obligations to NetDocuments or if Customer is in dispute with NetDocuments. The procedure for returning Customer Data other than on termination of this Agreement (which procedure is described in Clause 7.4)

will be as follows:

- 9.3.1. upon request, NetDocuments will make available to Customer an application to facilitate mass transfer of the Customer Data; and
- 9.3.2. to the extent Customer requests the assistance of NetDocuments in returning Customer Data (other than making available an application to facilitate transfer), such services will be performed on a time and material basis at rates outlined in NetDocuments' then-current price list and payment schedule.

10. Fees and Payment

- 10.1. Invoices and Payment. From the Effective Date until the Full Billing Commencement Date, Customer shall pay the Monthly Startup Fee, which shall be invoiced and paid as set forth in the Pricing Document. Customer's obligation to pay the Subscription Fee shall commence on the earlier to occur of the Full Billing Commencement Date and the date the first Internal Users of Customer commence using the Services and shall continue throughout the Term. Unless otherwise set forth in the Pricing Document, the Subscription Fee shall be invoiced monthly in advance and shall be payable immediately upon receipt. Any other amounts payable under this Agreement or any Statement of Work for which a billing and payment schedule is not specified in this Agreement or the Statement of Work will be invoiced monthly (in advance for Services and in arrears for Custom Services) and be due immediately upon receipt.
- 10.2. Fee Adjustments. During the Initial Term, the Subscription Fee shall increase by three percent (3%) on each anniversary of the Full Billing Commencement Date. Following the Initial Term, but not more than once per Renewal Term, NetDocuments has the right, upon thirty (30) days prior written notice to Customer, to increase the Subscription Fee and other fees or prices for the Services.
- 10.3. VAT. All fees are set out in this Agreement exclusive of any VAT. Subject to NetDocuments issuing a VAT invoice, VAT (if applicable) is payable in addition to such fees at the rate prescribed from time to time by law.

11. Representations and Warranties

- 11.1. Customer warrants and represents that it and its Services Users have the legal right to store and distribute any and all documents stored and distributed by Customer and its Service Users on or through the Services.
- 11.2. NetDocuments and Tikit each agree to use reasonable care and skill when performing this Agreement.
- 11.3. Each of the parties agrees to perform this Agreement in accordance with applicable laws.
- 11.4. NetDocuments warrants and represent that it is lawfully entitled to enter into this Agreement and NetDocuments warrants and represents that NetDocuments is entitled to provide the Services without infringing the rights of any third party.
- 11.5. EXCEPT AS SPECIFICALLY PROVIDED ELSEWHERE IN THIS AGREEMENT, EACH OF THE PARTIES HEREBY DISCLAIM ALL OTHER WARRANTIES, ORAL OR WRITTEN, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. EACH PARTY ACKNOWLEDGES AND AGREES THAT IT HAS NOT ENTERED INTO THIS AGREEMENT ON THE BASIS OF ANY REPRESENTATIONS OR PROMISES NOT EXPRESSLY CONTAINED HEREIN.

12. Limitation of Liability

- 12.1. Nothing in this Agreement shall exclude or limit either party's liability for:
 - 12.1.1. death or personal injury resulting from that party's negligence;
 - 12.1.2. that party's fraud or statements made fraudulently by that party; or
 - 12.1.3. any other acts or omissions for which the governing law prohibits the exclusion or limitation of liability.
- 12.2. Neither party will be liable under any circumstances for any:
 - 12.2.1. loss of profit, loss of business, loss of goodwill, loss of savings, claims by third parties, loss of anticipated savings, business interruption whether direct or indirect in each case; or
 - 12.2.2. pure economic loss, indirect loss or consequential loss whatsoever and howsoever caused; or
 - 12.2.3. punitive or exemplary damages.

(even if caused by that party's negligence and/or breach of this Agreement and even if the party was advised that such loss would probably result).
- 12.3. NetDocuments will not be liable for any loss or claims arising in connection with this Agreement to the extent that such loss or claims could have been avoided or reduced by the use of:
 - 12.3.1. Echoing; and/or
 - 12.3.2. Local Document Server

(even if Customer opted not to use Echoing and/or opted not to subscribe for a Local Document Server); or

 - 12.3.3. advice from Help Desk Support or reasonable practices and tools promulgated by NetDocuments to avoid such loss or claims.
- 12.4. NetDocuments' aggregate liability to Customer for any claims, losses, damages or expenses whatsoever and howsoever caused arising out of this Agreement, including liability for breach of contract, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty, shall not exceed the total annualised Subscription Fee (excluding VAT) for all the Internal Users at the date the claim first arose.
- 12.5. Any rights of any person to enforce these terms pursuant to the Contracts (Rights of Third Parties) Act 1999 are excluded.
- 12.6. All other terms of this Agreement notwithstanding, neither NetDocuments nor Tikit will be liable for failure to perform any obligation under this Agreement if such failure is caused by the occurrence of any contingency beyond their reasonable control (a "**Force Majeure Event**"), including fire, flood, strike, widespread Internet outage, industrial disturbance, denial of service attack, war, riot, insurrection, acts of God, acts of civil or military authority. In the event of such a Force Majeure Event, time for delivery or other performance under this Agreement shall be as soon as practicable following such Force Majeure Event.
- 12.7. Without regard to the limitations and exclusions of liability set out in Clauses 12.2 to 12.4, NetDocuments shall indemnify, defend and hold Customer harmless from and against any and all third party claims, losses, damages, suits, fees, judgments, costs and expenses which arise out of or relate to a claim brought or sanction sought arising from allegations by third parties alleging that the Services or other services provided by NetDocuments hereunder in accordance with this Agreement infringe any Intellectual Property right of any third party.

- 12.8. Any indemnity given by NetDocuments to Customer under this Agreement is subject to the pre-condition that (i) Customer must mitigate its loss; (ii) NetDocuments is given prompt and complete control of the claim giving rise to the indemnity (at NetDocuments' cost) (provided, however, if NetDocuments fails to assume the defence of any third party claim subject to indemnification hereunder within a reasonable period of time, then the indemnified party may assume the defence of any such third party claim subject to indemnification hereunder at the cost and expense of NetDocuments) (iii) Customer does not prejudice NetDocuments' defence of such claim; (iv) Customer gives NetDocuments all reasonable assistance with such claim (at NetDocuments' cost); and (v) the claim does not arise as a result of any breach of Customer's contractual obligations to NetDocuments or other acts or omissions of Customer.
- 12.9. NetDocuments may restrict or suspend access to the Services without notice in response to an actual threat (or reasonable suspicion of a threat) to the security or integrity of the Services, Customer Data or to the facilities used to provide the Services.
- 12.10. Services Provided by Third Parties. Customer acknowledges and agrees that, if Customer elects to engage a person other than NetDocuments (or Tikit) to provide services related to the Services, Customer Data or this Agreement, including data conversion, education, installation, application integration or other services, NetDocuments will not be liable for the acts or omissions of such person or for any damages arising out of or resulting from such acts or omissions.

13. General

- 13.1. Relationship of the Parties. The parties are independent contractors, and no party shall at any time be considered, or represent itself to be, an agent, employee, associate, or joint venture party of another party. No party shall have the authority nor hold itself out as able to bind the other party to any contract or commitment, nor shall any party be responsible for the acts or omissions of the other party vis-a-vis third parties.
- 13.2. Notices. Except as otherwise set out in this Agreement any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be given in the following manner and be deemed given as follows: (i) if by personal delivery, on the date of receipt by the intended recipient; (ii) if by private courier or by special delivery, on the date of first attempted delivery (whether successful or not) to the intended recipient's last known address; or (iii) if by e-mail to the addressee specified in this Clause 13.2 on the date of electronic confirmation of receipt from the intended recipient. All notices hereunder shall be addressed as follows:

If to NetDocuments:

NetDocuments Limited
3 Wesley Gate
Queens Road
Reading
United Kingdom
RG1 4AP
Attention: Matthew Duncan, CEO
Email: matt@netdocuments.com

If to Customer:

Notices to the Customer may be addressed in accordance with notice provisions set out in the Tikit Agreement or to the registered office for the time being of the Customer.

In addition, any operational notice related to the Services (such as a notice of Scheduled Maintenance, a Service Upgrade or similar notice, and as distinguished from a legal notice,

such as a notice of termination) may be delivered by Digital Notice and shall be effective when provided.

Each party shall provide timely written notice of any change in its address to which notices hereunder shall be sent.

- 13.3. Assignment. Except as permitted in clauses 2.1 to 2.5, no party to this Agreement may assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld. Notwithstanding the foregoing, either party may assign or otherwise transfer any or all of its rights or obligations under this Agreement in connection with a sale or other transfer of all or substantially all of such party's assets or equity (whether by sale of assets or shares or by merger or other reorganisation), without the prior consent of and upon written notice given to the other party. For purposes of this section, assignment or transfer of rights or obligations shall not include fulfilment of the purposes or obligations of this Agreement through related parties, affiliates or contracted parties, provided that the primary obligor hereunder does not change.
- 13.4. Successors. All of the provisions hereof shall be binding upon and inure to the benefit of the successors, assigns and any other transferees of the parties hereto.
- 13.5. Waiver/Amendment. Neither this Agreement nor any of its provisions may be waived, amended or otherwise modified, except by a written instrument signed by the parties and then only to the extent expressly provided therein.
- 13.6. Public Announcements. NetDocuments and Tikit are each permitted to identify Customer as a customer in direct communications with their customers and prospective customers. Except as provided in the previous sentence, Customer and either Tikit or NetDocuments will each consult with the other before issuing or making any other reports, statements or releases to the public with respect to this Agreement or the transactions contemplated hereby and will obtain the other party's written approval of the form, content and timing of any such public report, statement or release.
- 13.7. Headings. The headings used in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.
- 13.8. Counterparts. This Agreement may be executed in any number of counterparts, and delivered through a facsimile machine or as a .pdf attached to email, and each counterpart so executed and delivered shall be deemed an original, all of which together shall constitute one instrument.
- 13.9. Governing law and jurisdiction. This Agreement and any dispute or claim arising out of or in connection with it (including any non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales. Each of the parties irrevocably submits for all purposes (including any non-contractual disputes or claims) to the exclusive jurisdiction of the courts in England and Wales.
- 13.10. Mediation/Venue/Jurisdiction. Upon any claim or dispute between the parties hereto and arising out of, or in connection with, this Agreement or the relationship created between said parties as a result of this Agreement shall first be submitted to mediation using the model mediation procedure of the Centre for Effective Dispute Resolution before resorting to litigation.
- 13.11. Severability. In the event that any provisions of this Agreement, or any portions thereof, are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions or portions of this Agreement shall not be affected thereby.

- 13.12. Survival. Termination of this Agreement will not affect any accrued rights or liabilities of either party or the continuance in force of any provision which is expressly or by implication intended to come into or continue in force on or after termination.
- 13.13. Entire Agreement. Without prejudice to the Tikit Agreement and the separate agreements between NetDocuments and Tikit, this Agreement, including the Appendices, constitutes the entire understanding and agreement of the parties relating to the subject matter hereof, and supersedes all prior or contemporaneous agreements and understandings, whether written or oral.; provided, however, Customer acknowledges and agrees that the “terms of use agreement” entered into separately between each Service User and NetDocuments shall govern each Service Users’ use of the Services, and NetDocuments shall be permitted to strictly enforce the terms of such “terms of use agreement.”

Support Schedule

Help Desk Support and Other Service Procedures

I. Help Desk Support Definition

Help Desk Support means the support that is included in the Subscription Fee for the Services. Help Desk Support is the means by which NetDocuments provides technical advice to the Customer Help Desk Contacts for responding to and resolving user operational questions after primary internal help desk resources have been exhausted and for responding to Service Outages. Help Desk Support does not include Custom Services, which may be available at additional charges. All other support is to be provided by Customer's information technology staff and NetDocuments shall have no obligation to provide Help Desk Support (or any other support) directly to Service Users. NetDocuments has no obligation or responsibility to provide technical support for any software or services other than the Services.

Help Desk Support is not a substitute for appropriate training.

Help Desk Support will typically be performed by Tikit as described in clause 2.1.6.

II. Requesting Help Desk Support

All times are local time, London. Tikit will use reasonable endeavours to comply with timescale requirements in this Support Schedule.

The NetDocuments Technical Support Group provides Help Desk Support to the Customer Help Desk Contacts twenty-four (24) hours/day, seven (7) days/week, fifty-two (52) weeks/year. NetDocuments shall make available to the Customer Help Desk Contacts non-dedicated support personnel on an 'as available' basis. Customer Help Desk Contacts can submit support requests online as follows and the response will be based on the priority level:

- a. **Requests through Support System.** Requests for support shall be submitted online using the NetDocuments Website or by such other digital means as directed by NetDocuments from time to time by Digital Notice. Response is dictated by the priority level of the request. Requests submitted outside of 08:00 – 20:00, Monday-Friday will be addressed as practical under the circumstances. Follow-up of a request can be provided either via phone or by digital means at the discretion of the Help Desk Support.
- b. **Telephone requests.** Only Priority 1 issues should be notified by telephone. Notification of lower priority issues by telephone will be accepted at the discretion of the Customer Help Desk Contacts. Telephone requests shall be to 0800 6893 923 or such other phone number as provided by Digital Notice.

Requests should include the following information: the name and customer association of the individual submitting the request, asserted priority level (see definitions below), date/time of the occurrence, complete description of the issue, including steps to recreate the problem, any error message texts, and relevant information about the Service User's environment.

NetDocuments will assess the nature of the problem or issue and describe possible causes to the Customer Help Desk Contacts. Additional information may be requested or provided for the Customer Help Desk Contact to pursue further attempts to resolve the issue with the Service User. Support mediums provided by NetDocuments may be adjusted from time to time in its reasonable discretion

Priority Definitions and Target Responses

The Help Desk Support priority definitions and target responses are as follows (Monday to Friday unless otherwise stated):

TVA SLA's	Submit method	Response Hours	Support Period		Description	Target Status Update
			From	To		
Priority 1*	Telephone, Email, Portal	1	08:00	20:00	Requests relate to all Service Outages.	Hourly
Priority 2	Telephone, Email, Portal	4	08:00	20:00	Requests relate to any failure of the Services that is not a Service Outage, but materially limits the performance of the functions of the Services for general users but does not affect the ability of general users to connect to the datacenters hosting the Services or affect the availability of login, search or read functionality of the Services.	Once each business day
Priority 3	Telephone, Email, Portal	8	08:00	20:00	Requests relate to any failure of the Services that affects the functionality or service problems affecting the Services other than Priority 1 and Priority 2.	As needed

Note Priority 1 We advise that P1 calls should be submitted via telephone.*

Adverse Internet issues beyond NetDocuments' control may impact the stated time frames.

A "Response" is a formal acknowledgement of a support request, with a call reference number allocated.

III. Service Levels

NetDocuments shall use reasonable efforts to meet to the service level standard of this Section III of the Support Schedule during the Term for all periods that Customer is in compliance with all its obligations under this Agreement and is current in its Subscription Fee.

Service Availability. NetDocuments shall endeavour to maintain a 99.9% Services availability (i.e. absence of a Service Outage) per calendar year on a 24-hour period in a day, 7-day period in a week, and 365 day period in a year basis, subject to Scheduled Maintenance.

Scheduled Maintenance. Customer understands that Scheduled Maintenance events lasting approximately 4-6 hours are expected as frequently as once per calendar month. Customer will be apprised of Scheduled Maintenance events by Digital Notice. NetDocuments agrees that there shall be no more than one Scheduled Maintenance event per calendar month, which shall be scheduled during periods of low system usage, which will typically be night time hours or on weekends. Any Scheduled Maintenance in violation of the foregoing shall be deemed to be a Service Outage.

Service Outages and Disruptions; Obligations of Parties. If Customer experiences a Service Outage, Customer shall promptly notify Help Desk Support via telephone or email of the Priority 1 issue using the procedures described in Section III. The time of the phone call or the date/time stamp on the logged email reporting any Service Outage will be used as the commencement time for the calculation of any Service Outage credits due. When a Service Outage occurs, NetDocuments shall use commercially reasonable efforts to restore the Services as soon as practical under the circumstances. When there exists performance issues or interruptions that are not a Service Outage, NetDocuments shall use commercially reasonable efforts to notify Internal Users of the status of the Services and correct the issues and interruptions. NetDocuments will provide, via email, a date/time stamp verifying the end time of the Service Outage. For NetDocuments to be responsible for the Service Outage, Customer and its Service Users must be in compliance with the obligations set forth in Section II of this Exhibit B. to Customer's sole remedy with respect to a Service Outage shall be the right to receive Service Outage Credits as set forth below.

Credits for Service Outages. The time of the date/time stamp on the logged report reporting any Service Outage will be used as the commencement time for the calculation of any Service Outage credits due.

NetDocuments will post on the NetDocuments support website a date/time stamp verifying the end time of the Service Outage.

To be eligible for Service Outage Credits, Customer and its Service Users must be in compliance with the obligations set forth in Clause 5 of the Agreement. Customer's sole remedy with respect to a Service Outage shall be the right to receive Service Outage Credits as set forth below.

If Service Outages during any calendar year during the Term cause System Availability to fall below 99.9% on an annualised basis in such calendar year (the "**Service Credit Threshold**"), NetDocuments shall provide "**Service Outage Credits**". The first three "startup" months of the Services are excluded from the calculation of any Service Outage Credits.

All Service Outage Credits will be totaled at the end of the calendar year, and if requested by Customer during or within 30 days following the respective calendar year, will be applied only as a credit in respect of future Subscription Fees. If Customer terminates the Agreement, any accrued and unapplied Service Outage Credits are lost. Service Outage Credits are calculated as follows:

Cumulative Service Outages After Service Credit Threshold	Service Outage Credit
1 minute to 120 minutes	One (1) day credit
121 minutes to 240 minutes	Two (2) days credit
241 minutes to 480 minutes	Four (4) days credit
481 minutes to 960 minutes	Eight (8) days credit
961 minutes or more	Sixteen (16) days credit

Service Outage Credits are the sole remedy for System Availability less than 100%.

Provision of Services Regulations 2009

The following information is provided as required by the Provision of Services Regulations 2009:

- Contact details that all customers can use to send a complaint, or a request for information about the service:
 - By post at the registered office of the company set out in the preamble to this Agreement;
 - By email to <mailto:sales@netdocuments.com>
 - By telephone to +44 (0)2034 556770.
- The Services are provided by NetDocuments Ltd, a limited company registered in England and Wales with company number 7509508 and with its registered office at 3 Wesley Gate, Queens Road, Reading RG1 4AP
- NetDocuments Ltd is registered for VAT in the United Kingdom. The VAT number is GB 118 5590 04.
- The business of NetDocuments Ltd is carried on pursuant to standard terms of service as described above in this Agreement. Clause 13.9 sets out terms relating to the governing law and jurisdiction applicable to the Agreement.