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**Interact Intranet Inc**

**Subscriber Agreement**

**BETWEEN:**

**[]**,a [] corporationwhose address is [] (the Customer)

**AND**

**Interact Intranet Inc.,** a Texas Corporation whose address is 21 West 46th Street, New York, NY 10036 (the Supplier)

Together the “**Parties**” and each individually a “**Party**”

**Background**

The Supplier has developed the Software, as defined below.

The Customer wishes to use the Supplier's Software as a service (the “Services,” as defined below) in its business operations.

The Supplier has agreed to provide and the Customer has agreed to take and pay for the Supplier's Services subject to the terms and conditions of this Agreement.

This Subscriber Agreement (“**Agreement**”) is a legal agreement between the Customer and Supplier for access to and use of the Services, which includes support, hosting and digital signage.

Subject to and conditioned on Customer’s payment of Fees and compliance with all other terms and conditions of this Agreement, Supplier hereby grants Customer a non-exclusive, non-transferable (except in compliance with [Section](#co_anchor_a000108_1) 19.1) right to access and use the Services during the Term, solely for use by Authorized Users in accordance with the terms and conditions herein. Such use is limited to Customer’s internal use.

**IMPORTANT NOTICE:**

* UNDER THIS AGREEMENT CUSTOMER MAY ORDER FROM SUPPLIER ACCESS TO INTERACT INTRANET AS A SERVICE. THE SPECIFICS OF EACH CUSTOMER ORDER WILL BE SET-OUT IN A SALES AGREEMENT THAT REFERENCES THIS AGREEMENT AND IS EXECUTED BY BOTH PARTIES. THE EXECUTED SALES AGREEMENT IS INCORPORATED INTO THIS AGREEMENT BY REFERENCE.
* BY ACCESSING THE SERVICE THE CUSTOMER ALSO AGREES TO THE SUPPLIER’S ACCEPTABLE USAGE POLICY WHICH CAN BE FOUND AT APPENDIX 2.

**Agreed terms**

**1.** **Interpretation**

1.1 The definitions and rules of interpretation in this clause apply in this agreement.

“**Associated Companies**” means any company which is controlled by the same persons that control the Customer whether directly or indirectly.

"**Authorized Users**": those users and designated Displays of the Customer that are registered by the Customer to use the Services.

"**Authorized User Subscriptions**": the Authorized User Subscriptions purchased by the Customer at the Effective Date which entitle Authorized Users to access the Services in accordance with this Agreement, including the Online licenses and the Digital Signage Licenses .

**“Browser Requirements”** means all of the requirements set out in the Interact Intranet Browser Requirements document at Appendix 4 ([https://www.interactsoftware.com/Browser\_Requirements.pdf](https://www.interact-intranet.com/Browser_Requirements.pdf))

"**Business Day**": any day which is not a Saturday, Sunday, public holidays in the US including New Year’s Day, Martin Luther King Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day.

"**Confidential Information**": information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information or which ought reasonably to be considered to be confidential (whether or not it is marked “confidential”).

"**Customer Data**": the data inputted by the Customer, Authorized Users, or the Supplier on the Customer's behalf for the purpose of using the Services or facilitating the Customer’s use of the Services.

**“Display”:** any screen, monitor or other device used for Digital Signage purposes;

“**Documentation”** means any documents in electronic format or in paper copy, including specifications, provided by the Supplier in connection with this Agreement.

"**Effective Date**": the date of entry into this agreement by the parties.

**Initial Subscription Term**": the initial term of thirty-six months from the Effective Date.

“**Normal Business Hours”:** 9am to 5pm US ET, each Business Day.

"**Renewal Period**": the period described in clause 14.1.

”**Supplier IP**” means the Services, the Documentation, and any and all intellectual property provided to Customer or any Authorized User in connection with the foregoing. For the avoidance of doubt, **Supplier** IP does not include Customer Data

“**Sales Agreement”:** the sales agreement signed by the Customer on or around the date of this agreement.

"**Services**": the provision of access to the Software provided by the Supplier to the Customer under this Agreement including support and hosting.

**“Software**” means the Interact Intranet software-as-a-service and the Supplier’s Digital Signage Software [as a service] as detailed at www. Interactsoftware.com.

"**Subscription Fees**": the subscription fees payable by the Customer to the Supplier for the Authorized User Subscriptions and Digital Signage Licenses, as set out in the Sales Agreement (Appendix 1).

"**Subscription Term**": has the meaning given in clause 14 (being the Initial Subscription Term together with any subsequent Renewal Periods).

"**Support Services Policy**": the Supplier's policy for providing support in relation to the Services which can be found at Appendix 3 [www.interactsoftware.com/terms](http://www.interact-intranet.com/terms)

"**Virus**": any thing or device (including any software, code, file or program) 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 program or data, including the reliability of any program or data (whether by re-arranging, altering or erasing the program 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.

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

1.3 A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality).

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

1.5 Words in the singular shall include the plural and vice versa.

1.6 A reference to one gender shall include a reference to the other genders.

1.7 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.8 A reference to writing or written includes e-mail.

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

**2. Authorized User subscriptions**

2.1 Subject to the restrictions set out in this clause 2 and the other terms and conditions of this Agreement, the Supplier hereby grants to the Customer a non-exclusive, non-transferable right to permit the Authorized Users to access the Services during the Subscription Term solely for the Customer's internal business operations.

2.2 In relation to the Authorized Users, the Customer undertakes that:

a. the maximum number of Authorized Users that it authorizes to access and use the Services shall not exceed the number of Authorized User Subscriptions it has purchased from time to time;

b. it will not allow or suffer any Authorized User Subscription to be used by more than one individual Authorized User unless it has been reassigned in its entirety to another individual Authorized User, in which case the prior Authorized User shall no longer have any right to access or use the Services and/or Documentation;

c. each Authorized User shall keep a secure password for his use of the Services and Documentation, and each Authorized User shall keep his password confidential;

d. it acknowledges that the Supplier can verify the number of Authorized Users. Any such verification will be to ensure that the number of actual users are less than or equal to the total number of Authorized Users;

e. if any of the verifications referred to in clause 2.2.d reveal that any password has been provided to any individual who is not an Authorized User, then without prejudice to the Supplier's other rights, the Customer shall promptly disable such passwords and the Supplier shall not issue any new passwords to any such individual; and

f. if any of the verifications referred to in clause 2.2.d reveal that the Customer has underpaid Subscription Fees to the Supplier, then without prejudice to the Supplier’s other rights, the Customer shall pay to the Supplier an amount equal to such underpayment within 10 Business Days of the date of the provision of an invoice and either (a) remove the excess user accounts within 30 days or (b) pay the Subscription Fees to cover correct number of Authorized Users going forward.

2.3 The Customer shall not knowingly access, store, distribute or transmit any Viruses, or any material as part of its use of the Services that:

a. is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;

b. facilitates illegal activity;

c. depicts sexually explicit images;

d. promotes unlawful violence;

e. is discriminatory based on race, gender, color, religious belief, sexual orientation, disability; or

f. in a manner that is otherwise illegal or causes damage or injury to any person or property;

and the Supplier 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.

2.4 The Customer shall not, except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this Agreement:

a attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means; or

b attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or

c. access all or any part of the Services in order to build a product or service which competes with the Services; or

d. use the Services to provide services to third parties; or

e. subject to clause19 license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services available to any third party except the Authorized Users, or

f. attempt to obtain, or assist third parties in obtaining, access to the Services, other than as provided under this clause 2.4; and

2.5 The Customer shall use all reasonable endeavors to prevent any unauthorized access to, or use of, the Services and, in the event of any such unauthorized access or use, promptly notify the Supplier.

2.6 The rights provided under this Section 2 are granted to the Customer and any of its Associated Companies.

2.7 The Customer is responsible for all activity occurring under its Customer account and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with its use of the Service, including those related to data privacy, international communications and the transmission of technical or personal data. The Customer shall: (i) notify Supplier immediately of any unauthorized use of any password or account or any other known or suspected breach of security; and (ii) report to Supplier immediately and use reasonable efforts to stop immediately any copying or distribution of content that is known or suspected by the Customer to violate this Agreement or the intellectual property rights of third parties.

**3. Additional Authorized User subscriptions**

3.1 Subject to clause 3.2 and clause 3.3, the Customer may, from time to time during any Subscription Term, purchase additional Authorized User Subscriptions in excess of the number purchased on the Effective Date and the Supplier shall grant access to the Services and the Documentation to such additional Authorized Users in accordance with the provisions of this Agreement.

3.2 If the Customer wishes to purchase additional Authorized User Subscriptions, the Customer shall notify the Supplier in writing.

3.3 The Customer shall pay to the Supplier the relevant fees for such additional Authorized User Subscriptions, as set forth in the Sales Agreement, on registration of such Additional User Subscriptions and, if such additional Authorized User Subscriptions are purchased by the Customer part way through the Initial Subscription Term or any Renewal Period (as applicable), such fees shall be pro-rated for the remainder of the Initial Subscription Term or then current Renewal Period (as applicable).

**4. Services**

4.1 The Supplier shall, during the Subscription Term, provide the Services to the Customer on and subject to the terms of this Agreement.

4.2 The Supplier shall use best efforts to make the Services available 24 hours a day, seven days a week, except for:

a planned maintenance, where notice will be given by e-mail seven days in advance; and

b unscheduled maintenance performed outside Normal Business Hours, provided that the Supplier has used reasonable endeavors to give the Customer at least 6 Normal Business Hours’ notice by email in advance.

4.3 The Supplier will provide the Customer with the Supplier’s [Standard/Gold/Platinum] support services during Normal Business Hours in accordance with the Supplier's Support Services Policy. The Supplier may amend the Support Services Policy at its sole discretion from time to time, subject to such amendment being notified to the Customer 30 days prior to coming into effect.

4.4 Interact will at all times use all reasonable efforts to achieve the highest possible availability of the Service, but no warranties of any kind, regarding any specific availability or time of access are granted except those disclosed in clause 7.1. All data stored as part of the Service will be backed up every two hour. If a Customer experiences loss of data, Supplier will restore data from the most recent working backup; provided, however, Supplier gives no warranties with respect to recovering or restoring any lost Customer Data uploaded since the last working backup.

4.5 Access to the Service is only available to the Customer and Authorized Users, subject to compliance with this Agreement and, in the case of Customer, making the applicable payments for the Service under this Agreement.

4.6 Usernames and passwords are personal, and are to be considered part of Confidential Information. The Authorized User or Customer is at all times fully liable for all acts and omissions by Authorized Users whom the Authorized User or Customer has granted access,

**5. Customer data**

5.1 The Customer shall own all right, title and interest in and to all of the Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data.

5.2 Not Used.

5.3 The Supplier does not own any data, information or material that the Customer or others submit to the Service in the course of using the Service. The Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use any and all Customer Data that the Customer submits.

5.4 The Supplier has no responsibility to extract or audit Customer data on their behalf. At the point of termination of this Agreement and provided all fees have been paid, the Supplier will extract all data and provide the data to the Customer. At any other time the Supplier may make a charge at its then current daily rates to provide a raw extract of Customer Data upon request. Supplier will provide all data in human readable format. All uploaded content (including PDFs and images) will be returned in a simple folder structure along with a CSV export of data contained with the Service (including profiles, HTML pages and category structures). In addition Supplier will provide a SQL backup (unencrypted) of the customer database. Customer Data will be returned by secure transfer via an AWS S3 bucket.

5.5 The Customer and/or Authorized User are fully liable for the legality of all data stored by the Customer and/or Authorized User on the Service. Furthermore the Customer and/or Authorized User is fully liable, if such Customer Data infringes any third-party rights (including intellectual property rights), and accordingly agrees to indemnify and hold harmless the Supplier for all claims and losses related to such infringement and/or illegality.

5.6 If the Supplier on its own or through any third party has notice that Customer Data stored by the Customer and/or Authorized User is in violation of any law or infringes third party rights, The Supplier shall have the unfettered right to - without liability to the Customer or Authorized User - immediately suspend access to such data without prior notice to the Authorized User or Customer. The Customer and/or Authorized User may be notified by the Supplier of any such action under this Section, when reasonable and possible.

**6. Third party providers**

The Customer acknowledges that the Services may enable or assist it to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that it does so solely at its own risk. The Supplier 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 website, 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 website is between the Customer and the relevant third party, and not the Supplier. The Supplier recommends that the Customer refers to the third party’s website terms and conditions and privacy policy prior to using the relevant third-party website. The Supplier does not endorse or approve any third-party website nor the content of any of the third-party website made available via the Services.

**7 Supplier's obligations**

7.1 The Supplier undertakes that the Services will be performed to the standard that could reasonably be expected from a leading provider of similar services in the US. The Supplier agrees to provide uptime for the Interact Software as a Service of no less than 99.7% availability in any month, excluding scheduled maintenance time.

7.2 The undertaking at clause 7.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to the Supplier's instructions, or modification or alteration of the Services by any party other than the Supplier or the Supplier's duly Authorized contractors or agents without the Supplier’s consent or hardware faults or failures of Customer’s equipment.

7.3 If the Services do not conform with the foregoing undertaking, Supplier will, at its expense, use all reasonable commercial endeavors to correct any such non-conformance 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 the undertaking set out in clause 7.1.

7.4 Notwithstanding the foregoing, the Supplier:

a. does not warrant that the Customer's use of the Services will be uninterrupted or error-free; and

b. 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.

7.5 This Agreement shall not prevent the Supplier from entering into similar agreements with third parties, or from independently developing, using, selling or licensing products and/or services which are similar to those provided under this Agreement.

7.6 The Supplier warrants that it has and will maintain all necessary licenses, consents, and permissions necessary for the performance of its obligations under this Agreement.

7.7 Where the Supplier fails to comply with its obligations set out at clause 7.1 it shall issue a service credit to the Customer of an amount equivalent to X% of the annual Subscription Fees for the Online licenses. The Credit shall be applied to the account and set-off against a future invoice. For these purposes for any given month

X= [(Number of complete hours Service is unavailable in excess of 0.3%)/(8,760)]x100

**8. Customer's obligations**

8.1 The Customer shall:

a. provide the Supplier with:

 i. all necessary co-operation in relation to this Agreement; and

ii. all necessary access to relevant information as may be required by the Supplier in order to provide the Services, including but not limited to Customer Data, security access information and configuration services.

b. comply with all applicable laws and regulations with respect to its activities under this agreement;

c. carry out all other Customer responsibilities set out in this agreement in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, the Supplier may adjust any agreed timetable or delivery schedule as reasonably necessary;

d. ensure that the Authorized Users use the Services in accordance with the terms and conditions of this Agreement and shall be responsible for any Authorized User’s breach of this Agreement;

e. be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to the data centers, 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; and

f. satisfy the Browser Requirements, where relevant, for the duration of this Agreement.

g have sole responsibility for all Displays, devices and hardware that are used by the Customer to run the Services; and

h satisfy any Minimum System requirements as indicated by the Software.

**9. Charges and payment**

9.1 The Customer shall pay the Subscription Fees to the Supplier on concluding this Agreement, as agreed in the Sales Agreement.

9.2 All amounts and fees stated or referred to in this Agreement:

a. are, subject to clause 14.3 and the terms of the Sales Agreement, non-cancellable and non-refundable;

b. do not include any taxes, duties or other government charges. Supplier will invoice Customer for the amounts of any such taxes, duties or other charges which Supplier is required to collect, including without limitation, sales and use taxes and value added taxes. Customer must pay such amounts to Supplier within 30 days from the date of Supplier's invoice.

9.3 The Supplier shall be entitled to increase the Subscription Fees, the fees payable in respect of the additional Authorized User Subscriptions purchased pursuant to clause 3.3 at the start of each Renewal Period upon 30 days' prior notice to the Customer and all fees shall be deemed to have been amended accordingly. The rate of the annual increase will not exceed the current rate of inflation at the start of the relevant Renewal Period in accordance with the Retail Price Index for the United Kingdom.

9.4 Payment shall be made within thirty days of the date of the invoice. Delinquent accounts will accrue interest at one (1) percent per month after thirty (30) days. Supplier shall be entitled to recover attorney fees and costs incurred in any action to enforce the terms of this Agreement.

9.5 If the Customer does not pay any undisputed invoice or materially breaches the terms of this Agreement, the Supplier shall be entitled without liability, upon 30 days written notice to the Customer, to suspend Customer’s access to the Service. If the amounts invoiced remain unpaid at the expiration of such period the Supplier may terminate this Agreement. In the case of termination or suspension of account, the Supplier reserves the right to impose a reasonable reconnection charge if the Customer wishes to resume the Agreement.

9.6 If the Customer requests the return or recovery of Customer Data, the Supplier may agree to return or (if it can) recover such data but only upon the Customer paying the Supplier the then current daily rate charges for undertaking such work. At the date of this contract the daily rate, exclusive of sales taxes, is [$1,600].

9.7 Any reasonable expenses necessarily incurred by the Supplier during the course of providing the Services shall be reimbursed by the Customer. Where possible expenses will be agreed in writing.

**10. Proprietary rights**

10.1 The Customer acknowledges and agrees that the Supplier and/or its licensors own all intellectual property rights or other right, title or interest in the Services. Except as expressly stated herein, this 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 licenses in respect of the Services.

10.2 The Supplier confirms that it has all the rights in relation to the Services that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this Agreement.

**11. Confidentiality**

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

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

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

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

d is independently developed by the receiving party, which independent development can be shown by written evidence.

11.2 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 this Agreement.

11.3 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 this Agreement.

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

11.5 The Customer acknowledges that details of the Services, and the results of any performance tests of the Services, constitute the Supplier's Confidential Information.

11.6 The Supplier acknowledges that the Customer Data is the Confidential Information of the Customer.

11.7 This clause 11 shall survive termination of this Agreement, however arising.

**12. Liability and Indemnities**

12.1 The Customer shall defend, indemnify and hold harmless the Supplier, its officers, directors and employees against any claims, actions, proceedings, reasonable losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Customer's use of the Services, provided that:

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

b the Supplier provides reasonable co-operation to the Customer in the defense and settlement of such claim, at the Customer's expense; and

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

12.2 The Supplier shall defend, indemnify and hold harmless the Customer, its officers, directors and employees against any claim, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) that the Services infringe any 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:

a the Supplier is given prompt notice of any such claim;

b the Customer provides reasonable co-operation to the Supplier in the defense and settlement of such claim, at the Supplier's expense; and

c the Supplier is given sole authority to defend or settle the claim.

12.3 In the defense or settlement of any claim, the Supplier 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 this Agreement on 20 Business Days’ notice to the Customer without any additional liability or obligation to pay liquidated damages or other additional costs to the Customer. In the event of termination clause 5.4 will apply. In the event of termination any fees pre-paid that relate to any period post termination will be re-funded within seven business days.

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

a a modification of the Services by anyone other than the Supplier (or a third party Authorized by the Supplier); or

b the Customer's use of the Services in a manner contrary to the instructions given to the Customer by the Supplier in writing; or

c the Customer's use of the Services after notice of the alleged or actual infringement from the Supplier or any appropriate authority.

12.5 The foregoing and clause 13.4.b states the Customer's sole and exclusive rights and remedies, and the Supplier's (including the Supplier’s employees', agents' and sub-contractors’) entire obligations and liability, for infringement of any patent, copyright, trademark, database right or right of confidentiality.

12.6 THE SUPPLIER IP IS PROVIDED "AS IS" AND SUPPLIER HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. SUPPLIER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR **A** PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. SUPPLIER MAKES NO WARRANTY OF ANY KIND THAT THE SUPPLIER IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT OR BE ERROR FREE.

**13 Limitation of liability**

13.1 This clause 13 sets out the entire financial liability of the Supplier (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer:

a arising under or in connection with this Agreement;

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

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

13.2 Except as expressly and specifically provided in this Agreement:

a the Customer assumes sole responsibility for results obtained from the use of the Services by the Customer, and for conclusions drawn from such use. The Supplier shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to the Supplier by the Customer in connection with the Services, or any actions taken by the Supplier at the Customer's direction; and

b all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Agreement.

13.3 Nothing in this Agreement excludes the liability of the Supplier

 for death or personal injury caused directly by the Supplier's negligence.

13.4 Subject to clause 13.2 and clause 13.3:

a Neither party shall be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this Agreement; and

b the Supplier's total aggregate liability in contract (including in respect of the indemnity at clause 12.2), tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited to the total Subscription Fees paid during the 12 months immediately preceding the date on which the claim arose.

c the Customer's total annual aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise (other than for underpayment of fees), arising in connection with the performance or contemplated performance of this Agreement shall be limited to the total Subscription Fees due during the 12 months immediately preceding the date on which the claim arose.

**14. Term and termination**

14.1 This Agreement shall, unless otherwise terminated as provided in this clause 14 commence on the Effective Date and shall continue for the Initial Subscription Term and, thereafter, this Agreement shall be automatically renewed for successive periods of twelve months (each a "**Renewal Period**"), unless:

a Customer notifies the Supplier of termination, in writing, at least 30 days before the end of the Initial Subscription Term or any Renewal Period, in which case this Agreement shall terminate upon the expiry of the applicable Initial Subscription Term or Renewal Period; or

b Supplier notifies Customer of termination, in writing, at least 60 days before the end of the Initial Subscription Term or any Renewal Period, in which case this Agreement shall terminate upon the expiry of the applicable Initial Subscription Term or Renewal Period;

c otherwise terminated in accordance with the provisions of this Agreement; or

d. the Parties agree to a Renewal Period in excess of twelve months;

and the Initial Subscription Term together with any subsequent Renewal Periods shall constitute the "Subscription Term". If the Renewal Period is shorter than the Initial Subscription Term, the commitment discounts reflected in the Sales Agreement will not apply.

14.2 Without prejudice to any other rights or remedies to which the parties may be entitled, either party may terminate this Agreement without liability to the other if:

a the other party commits a material breach of any of the terms of this agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or

b an order is made or a resolution is passed for the winding up of the other party, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order in relation to the other party; or

c an order is made for the appointment of an administrator to manage the affairs, business and property of the other party, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the other party, or notice of intention to appoint an administrator is given by the other party or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986); or

d a receiver is appointed of any of the other party's assets or undertaking, or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the other party, or if any other person takes possession of or sells the other party's assets; or

e the other party makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way; or

f the other party ceases, or threatens to cease, to trade; or

g the other party takes or suffers any similar or analogous action in any jurisdiction in consequence of debt; or

h a Force majeure event continues, or is anticipated to continue for more than twenty Business Days.

14.3 On termination of this Agreement for any reason:

a all licenses granted under this Agreement shall immediately terminate;

b each party shall make no further use of any documentation and other items (and all copies of them) belonging to the other party;

c the Supplier may destroy any of the Customer Data in its possession after giving reasonable notice of its intention to the Customer;

d the Supplier will return all data in accordance with clause 5.4; and

e the accrued rights of the parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination, shall not be affected or prejudiced.

f any fees pre-paid that relate to any period post termination will be re-funded within seven business days.

**15. Force majeure**

Neither party shall have any liability to the other under this Agreement if it is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, industry wide strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that the other party is notified of such an event and its expected duration. In the event of a force majeure for the period affected the Customer will have no further liabilities and will be entitled to a refund on a pro-rata basis of Subscription Fees paid.

**16 Waiver**

16.1 A waiver of any right under this Agreement is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and to the circumstances for which it is given.

16.2 Unless specifically provided otherwise, rights arising under this Agreement are cumulative and do not exclude rights provided by law.

**17 Severance**

17.1 If any provision (or part of a provision) of this 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.

17.2 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.

**18 Entire agreement**

18.1 This Agreement, and any documents referred to in it, constitute the whole Agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover. In the event of any conflict between this Agreement and the terms of a Sales Agreement, this Agreement shall prevail.

18.2 Each of the parties acknowledges and agrees that in entering into this 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 this Agreement or not) relating to the subject matter of this Agreement, other than as expressly set out in this Agreement.

**19 Assignment**

19.1 Neither Party shall, without the prior written consent of the other Party, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.

**20 No partnership or agency**

Nothing in this Agreement is intended to or shall operate to create a partnership between the parties, or authorize 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).

**21 Third party rights**

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

**22 Notices**

22.1 Any notice required to be given under this Agreement shall be in writing (including by e-mail to the address below) 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 this agreement, or such other address as may have been notified by that party for such purposes,

• Email address of Supplier: paul.sanders@interactsoftware.com

A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9 am 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.

**23 Governing law and jurisdiction**

23.1 This Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by, and construed in accordance with, the laws of the State of New York.

23.2 The parties irrevocably agree that the State or Federal courts of the State of New York have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

Signed by

for and on behalf of **Customer** ……….........................................

Printed Name ……….......................................

Date of signature ……….......................................

Signed by

for and on behalf of **Interact Intranet, Inc.** ..................................................

Printed Name ……….......................................

Date of signature ……….......................................

**Appendix 1: Sales Agreement - Subscription pricing and Professional Services**

**Subscription Details**

|  |  |  |
| --- | --- | --- |
| **Name** | **Item/s** | **Description** |
| Digital Signage Licences | * Y Digital Signage Licences
 | Number of agreed display licenses. |
| Interact’s integrated digital signage solution allows organizations to utilize their intranet platform as a centralized communication system to display workplace updates and announcements, helping you engage employees through digital signage displays throughout all your premises. |
| Interact Licenses | * Z Online Licenses
 | Number of agreed user licenses. |
| Interact Applications | * Interact Teams
* Mobile Apps (iOS, Android)
* People Directory
* Office 365 Integration
 | * Interact Analytics
* Workflow & Forms
* Version Control
* Interact CMS
 | A selection of Interact’s included core applications. |
| Hosting, Backup & Support  | * Unlimited storage
* Back-up & recovery
 | * 24/7/365 monitoring
* Secure hosting
 | Accreditations: ISO 27001 (Interact & AWS), SOC1, SOC2, & SOC3 (via AWS) |
| Additional Features | * Custom URL
 |  | Agreed additional features built into per user per month cost. |
| Support Level | * [] Support
 | Agreed support level built into per user per month cost. |

**Appendix 2**

Acceptable Use Policy

Usage Data

Supplier may monitor, collect and use data pertaining to the use of Supplier’s software and services (“Services”) provided that any such data collected will be anonymous without reference to the particular Customer or end-user.

Prohibited Uses

Customer must not misuse the Services or assist anyone else in doing so. In the event of any misuse Supplier has the right to immediately suspend the services. Examples of misuse include, but are not limited to:

* load testing, probe, scan, or test the vulnerability of any system or network in the form of penetration or vulnerability testing.
* Attempting to breach or otherwise circumvent any security or authentication measures;
* Attempting to access, tamper with, or use non-public areas or parts of the Services, or shared areas of the Services you haven't been invited to
* send altered, deceptive or false source-identifying information, including "spoofing" or "phishing"
* attempting to interfere with or disrupt any user, host, or network, for example by sending a virus, overloading, flooding, spamming, or mail-bombing any part of the Services
* attempting to monitor any data, information or communications on any network or system not owned by you without authorization
* attempting to intercept, redirect or otherwise interfere with communications intended for others.
* publish or share materials that are pornographic or indecent, or that contain extreme acts of violence
* advocate bigotry or hatred against any person or group of people based on their race, religion, ethnicity, sex, gender identity, sexual preference or disability
* violate the law in any way, including storing, publishing or sharing material that's fraudulent, defamatory, or misleading
* violate the privacy or infringe the rights of others

Customer Responsibilities

1. Customer accepts responsibility for their end-users and ensure they abide by this policy.

2. The Customer will not store nor input Sensitive Information in the Services.

For these purposes “Sensitive Information” means (a) credit or debit card numbers; personal financial account information; Social Security numbers or local equivalents; passport numbers; driver’s license numbers or similar identifiers; passwords; racial or ethnic origin; physical or mental health condition or information; or other employment, financial or health information, including any information subject to the Health Insurance Portability and Accountability Act, the Payment Card Industry Data Security Standards, and other regulations, laws or industry standards designed to protect similar information; and (b) any information defined under EU data protection laws as ‘Sensitive Personal Data’.

**Appendix 3: Support Services Policy**

Support Services

**Version:** Generation 7 (Cloud, Private Cloud)

**Last Updated Date:** 27th November 2021

1. **DEFINITIONS**

“Administrative User” is a named user who holds the elevated role of power user or site administrator within the Service. An Administrative User has the required rights and access to make global configuration changes, amend access control and enable features and components within the Service.

“Bug” means errors in a software program that cause the software to fail to function as intended.

“Bug Fixing Program” as defined in clause 7.

"Documentation" means any documents in electronic format or in paper copy, including specifications, provided by the Supplier in connection with this policy.

“End User” is a named user provisioned by the Customer who accesses the Service.

 “Issue” means (i) a failure of the “Service” (as described in the Pricing Schedule) to substantially conform to the functional specifications set forth in the Documentation or (ii) a question, query or problem report made to the Supplier in relation to the Service.

"Pricing Schedule" means [the Sales Agreement or the proposal provided to the Customer].

“Release” means a revision to Service containing Bug fixes, new features and/or enhancements.

“Service” means the software program(s) provided as a service by the Supplier identified in the Pricing Schedule.

"Supplier" means [Odyssey Interactive Limited/Interact Intranet, Inc.

“Support Level” means the specific level of Support (Standard, Gold or Platinum) that has been selected by the Customer on the Pricing Schedule or Sales Agreement.

“Term” has the same meaning as defined in the Pricing Schedule.

“Workaround” means a software modification, configuration change and or a process deviation, which may be temporary or interim, used to help mitigate or avoid an issue.

1. **SUPPORT**
	1. Support includes the following features which Interact makes generally available to its customers.
* Incident Support - Identifying and troubleshooting problems in the Service
* Root cause analysis
* Assistance with issues during implementation
* Assistance with issues during Releases
* Identifying and creating bug reports
* Guidance around implementation and configuration
* Integration support between multiple Interact products

If Customer has purchased Digital Signage Licenses, Supplier will also support use of the related software providing Customer satisfies any Minimum System requirements.

* 1. Support excludes the following, which is not exhaustive:
* End of Life features, Beta or Development features
* Features in preview only
* Development questions or requests
* Assistance or advice in relation to third-party application integrations or third-party plugins where they are not supplied by Interact and do not form part of the service
* Assistance, guidance or support for End-Users
* Product training
* a fault in your or a third party’s software, hardware, network connections or applications
* Support in languages other than English
1. **RESPONSE TARGET TIMINGS**
	1. Severity Classification. Issues are classified by Supplier according to the severity of impact on the use of the Service. Supplier, acting reasonably, may reclassify an Issue at any time.
	2. Interact will use commercially reasonable efforts to meet the following target initial response time. Full descriptions of severity levels are as follows

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Severity | Impact | Standard Support | Gold Support | Platinum Support |
| 1 | Production Application UnavailableProduction application is unavailable, impacting all applications and features. There is no available Workaround. | 2 hours | 1 hour | 30 mins |
| 2 | Serious DegradationMajor functionality is impacted, or performance is significantly degraded. Issue is persistent and affects many Users and/or major functionality. No reasonable Workaround is available. | 6 hours | 2 hours | 1 hour |
| 3 | Moderate ImpactSystem performance issue or bug affecting some but not all Users.  | 1 Business day | 1 Business day | 2 hours |
| 4 | Limited ImpactInquiry regarding a routine technical issue; information requested on application capabilities, navigation, installation or configuration, bug affecting a small number of users; visual design issues.  | 2 Business days | 2 Business days | 4 hours |

1. **RESOLUTION TARGET TIMINGS**
	1. Severity Classification. Issues are classified by Supplier according to the severity of impact on the use of the Service. Supplier, acting reasonably, may reclassify an Issue at any time.
	2. Supplier will use commercially reasonable efforts to meet the target initial resolution time
	3. If an Issue is the result of a Bug, Supplier will raise the Bug within Bug Fixing Program and consider the Issue resolved in relation to Support Services.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Severity | Impact | Standard Support | Gold Support | Platinum Support |
| 1 | Production Application UnavailableProduction application is unavailable, impacting all applications and features. There is no available workaround. | 4 hours | 4 hours | 2 hours |
| 2 | Serious DegradationMajor functionality is impacted, or performance is significantly degraded. Issue is persistent and affects many Users and/or major functionality. No reasonable workaround is available. | 2 Business days | 1 Business day  | 4 hours |
| 3 | Moderate ImpactSystem performance issue or bug affecting some but not all Users.  | 5 Business days | 2 Business days | 1 Business day  |
| 4 | Limited ImpactInquiry regarding a routine technical issue; information requested on application capabilities, navigation, installation or configuration, bug affecting a small number of users; visual design issues.  | 10 Business days | 5 Business days | 2 Business days |

1. **SUPPORT AVAILABILITY**
	1. A Power User or Site Administrator can access Support to open a new or update an existing support ticket using the following methods:
* Online at [https://community.interactsoftware.com](https://community.interact-intranet.com)
* Email help@interactsoftware.com
* By telephone at (214) 432 6677 (USA) or 0161 927 3223 (UK)
	1. Support is available Monday to Friday during Supplier’s Business Hours, excluding local public holidays (see below)

|  |  |  |  |
| --- | --- | --- | --- |
|  | Standard Support | Gold Support | Platinum Support |
| Community SupportSelf-help, guides, walkthroughs, community assistance is available through [https://community.interactsoftware.com](https://community.interact-intranet.com).  | 24/7 | 24/7 | 24/7 |
| Support PortalSupport Portal to raise, progress and update support tickets. | 24/7 | 24/7 | 24/7 |
| Hours of Availability | 9am/5pm (UK & EST) | 8am/10pm (UK)8am/8pm (EST) | 8am/10pm (UK)8am/8pm (EST) |
| On Call Telephone Coverage |  |  | 24/7 |

* 1. Observed local public holidays as follows

|  |  |  |  |
| --- | --- | --- | --- |
| Region | Standard Support | Gold Support | Platinum Support |
| USA  | New Year’s Day, Martin Luther King, Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day | New Year’s Day, Christmas Day | New Year’s Day, Christmas Day |
| UK | New Year’s Day , Good Friday, Easter Monday , Early May Bank Holiday Spring Bank Holiday Summer Bank Holiday Christmas Day Boxing Day | New Year’s Day, Christmas Day | New Year’s Day, Christmas Day |

1. **CUSTOMER OBLIGATIONS**
	1. Administrating the Service provided by Interact requires a baseline technical skillset, including but not limited to:
	* Satisfactory understanding of the Service's features
	* Ability to maintain product web technologies
	* Access and understanding of third-party products (e.g. Okta, Azure, Email Service) which the Customer has integrated to the Service.
	1. Customer to make available to Supplier a technically competent representative during support hours for all Issues.
	2. Customer will provide a reasonably detailed description of the Issue to enable the satisfactory reproduction of the Issue along with any error message.
	3. Supplier will communicate the availability of service updates to customers at <https://status.interactgo.com>. Customers must subscribe to real time notifications from Supplier.
	4. Interact shall make available all release notes via community; interactsoftware.com. The Customer must regularly review the community.
2. **BUG FIXING PROGRAM**
	1. Supplier’s bug fixing program runs to correct, mitigate, and remedy any reproducible Bugs reported by customers. Supplier will assist with Workarounds and reporting of Bugs identified within the Service.
	2. Bugs are assessed and prioritised based on the impact on customers. Impact refers to both the severity of the Bug as set out below, in addition to the number of customers affected.

**Severity 1 - Highest**

Supplier determines Severity 1 bugs to be any bugs that lead to security vulnerabilities, inability to meet regulatory requirements or the inability to access and remove data.

Examples...

* The inability for any users to authenticate/access the Service.
* Users can access content they shouldn’t.
* No results showing in search for any users.

Supplier will start Investigating the Highest severity bugs as soon as reasonably possible.

**Severity 2 - High**

A feature is unavailable, the Service performance is significantly degraded, or the issue makes it difficult for users to carry out their day-to-day activities.

Examples...

* The Service fails intermittently
* The Service is functional, but modules are frequently inaccessible
* Inability to publish content

Supplier will begin work on High severity bugs in the next development cycle.

**Severity 3 - Medium**

The feature isn't working as expected, but there is a Workaround available. User experience is affected, but they can still largely carry out day-to-day activities

Examples...

* Some searches fail
* Administrative features fail intermittently, but a workaround is available
* Inability to edit content

Medium severity bugs are typically worked on after all Highest severity bugs are resolved and there are no other critical priorities.

**Severity 4 - Low**

 Bugs that are largely cosmetic but still impact the user experience.

Examples...

* Visual defects, that don't affect the functionality of the Service
* Minor translation or localization problems
* Keyboard shortcuts not functioning as expected

Low severity Bugs are worked on at Supplier’s discretion and are typically only fixed if our Developers are already working in that area of the product and are able to easily resolve the problem identified.

* 1. Assessing Bugs in this way ensures that we prioritise the most effective resolutions or fixes. Supplier gives high priority to security issues.
	2. Customers can track the progress of Bugs that affect them via the Long Term Bug Roadmap ( [interactsoftware.com/ltbr](http://www.interactsoftware.com/ltbr)) and Short Term Bug Roadmap ([interactsoftware/stbr](http://interactsoftware.com/stbr))
	3. Once a Bug fix is developed, tested, and verified, Supplier will roll it out to Customers' site as soon as reasonably practicable and details of all the Bug fixes will be published in release notes via community.interactsoftware.com
1. **RELEASES AND MAINTENANCE**
	1. Customer acknowledges and agrees that Supplier may from time to time update the Service with, for example, new features, enhancement of exiting features and resolution of Bugs identified within the Service.
	2. Customer acknowledges that Supplier may from time to time undertake architectural updates to the supporting hardware and ancillary systems
	3. Supplier’s classification of releases and maintenance updates are as follows:

|  |  |  |  |
| --- | --- | --- | --- |
| Type | Service Impact | Expected Frequency | Pre-notification Period |
| General ReleaseUsed for features' updates and bug resolution | Release is applied without downtime or disruption to the service | Frequent |  |
| Scheduled MaintenanceMaintenance of architecture, configuration changes and service migration | May require downtime or disruption to the service | Rare | Minimum 2 weeks |
| Unscheduled MaintenanceUrgent maintenance of architecture, configuration changes and service migration. Typically, security related  | May require downtime or disruption to the service | Rare | Minimum 48 hours |

**Appendix 4: Browser Requirements**

**Overview**

Interact 7 is a responsive web application that is accessed through a modern web browser. Interact has been designed to work across as many web browsers as possible and does not require the installation of any software on the client device or browser.

**Supported Browsers (Desktop)**

Interact supports the latest browser versions (see below) running in Windows with a minimum

processor of 2Ghz and 2GB RAM:

Microsoft Internet Explorer 11

Microsoft Edge

Google Chrome

Firefox

Interact supports the latest browser versions (see below) running on Mac OS X with a minimum

processor of 2Ghz and 2GB RAM:

Safari 13+

Google Chrome 80+

A minimum screen resolution required all Interact features is 1024 x 768. Screens with a lower resolution will not always display correctly and inbuilt browser features such as ‘zoom’ that give the user to ability to increase/decrease the size of the content of the browser may also be adversely affected.

**Supported Browsers (Mobile Device)**

Interact is a fully responsive web application that adapts (resize, hide, shrink, enlarge and move content) the interface to work on any device. Supported browsers on a tablet and phone include:

Android (4+): Chrome, Firefox

iOS: Safari, Google Chrome.

**Notes**

* Beta versions of web browsers are not supported
* Google Chrome and Firefox release automatic browser updates. Interact officially supports the latest version at the time of the interact release, however, we make every effort to support previous versions.
* When using Content Editor features such as cut and paste, script access to the Clipboard should not be disabled.
* JavaScript must be enabled to use Interact.
* For resolutions below 1024×768 you may see the mobile or tablet versions of the site

**Thin Client Technology**

Interact 7 has been widely deployed on thin client technologies such as Citrix XenApp. It is necessary to ensure that the required browser resources are provisioned and available to each thin client. Interact is dependent upon a significant amount of client side rendering through the use of JavaScript. It should be noted that some older generations of thin client infrastructure can result in significantly reduced performance. Offloading browser rendering to the thin-client (if available) will help to improve the general performance. In addition to this, updating to newer generation of thin client server can avoid poor compression (between the server and thin client) and vastly improve the end user experience.