PRODUCT SPECIFIC TERMS

Effective from: 1 November 2025

CONTENTS

1 DEFINITIONS

1.1 Product Specific Terms shall only apply where a Product that is subject to Product Specific Terms is described in a Quote.

1.2 Unless otherwise specified, defined terms in these Product Specific Terms shall have the meaning given to them in the Agreement.

2 3RD PARTY WAN CONNECTION SERVICE

2.1 The following defined terms in this clause 2 shall have the following meaning:

Designated Location the physical location nominated by Keyloop at which connection between Customer's third party WAN and Keyloop's network is permitted; and

Keyloop Core Network the network connection between the Designated Location and the Keyloop data centre in which Customer's system is hosted.

2.2 Keyloop may change the Designated Location at any time by giving not less than 6 months' notice. Keyloop shall be responsible for arranging and for the costs of the Keyloop Core Network from the new Designated Location. Customer shall be responsible for arranging and for the costs of any changes to its wide area network (WAN) to connect to the new Designated Location and relocation (if applicable) of Customer's WAN router and other network termination equipment.

3 AI CLEANSE

3.1 The standard Minium Term shall be 12 months from the Start Date.

4 AI CONVERSATIONS

4.1 The standard Minimum Term shall be 12 months from the Start Date.

5 API PACKAGES

5.1 The following defined terms in this clause 5 shall have the following meaning:

Annual Period as defined in the Statement of Work

API Call each call from an Integrated Application via an API including any preset events configured by Customer. Each event shall be considered a separate API call;

API Limits	the usage limit in relation to the use of the Services, as set out in the Statement of Work;
API Modifications	any changes of any type in whole or part to the Keyloop Platform or to the API(s).
API Package Type	either one of 'Select', 'Professional' or 'Premium' packages as subscribed by Customer and as further detailed in the Statement of Work;
Application	a Non-Keyloop Product designed and developed by, or on behalf of, Customer which Customer owns all Intellectual Property Rights in;
Integrated Application	an Application that has successfully completed Technical Certification and remains compliant with such requirements;
Keyloop Platform	systems, comprising hardware and software components (including APIs), designed or utilized by Keyloop to provide third party software application providers with the ability to access, send and receive data to and from the DMS; and
Technical Certification	the Keyloop prescribed technical certification process in relation to the integration of an Application with the Keyloop Platform.

5.2 Subject to other provisions here in this clause 5, Keyloop shall:

5.2.1 make the application programming interfaces (**APIs**) available to Customer in accordance with this clause 5 and the API Package Type subscribed to by Customer; and

5.2.2 conduct quarterly reviews with Customer to report and discuss Customer's usage of the APIs ('**Quarterly Usage Review**').

5.3 The provision of the Services, notably the use of the Keyloop Platform by any Application shall be subject to an Application successfully passing Technical Certification.

5.4 Technical Certification shall be subject to a separate contract between Keyloop and Customer.

5.5 Keyloop may suspend the provision of the Services in relation to an Integrated Application immediately on notice if it has reasonable grounds to suspect that the Integrated Application is no longer complying with the Technical Certification requirements. Any reinstatement of the Services in relation to such Integrated

Application may be subject to a new Technical Certification in accordance with clause 5.4.

5.6   Customer shall not access, process, send, receive or otherwise use the Keyloop Platform other than for the sole purpose of using an Integrated Application in accordance with the terms of the Agreement.

5.7   Save for Keyloop's obligations outlined in any Technical Certification contract between the parties, Customer shall be solely responsible for the deployment of any integration needed to allow the Application to interoperate with the Keyloop Platform.

5.8   Customer shall:

5.8.1   be responsible for procuring and maintaining any third party communications links between the Application and the Keyloop Platform; and

5.8.2   attend Quarterly Usage Reviews with Keyloop.

5.9   Keyloop may release new versions of the Keyloop Platform from time to time and shall use reasonable endeavours to provide at least 3 months' notice before releasing a new version. The provision of new versions of the Keyloop Platform to Customer shall not include the provision of any integration points, APIs or other data transmission methods that were not otherwise contained in the API initially made available to Customer.

5.10   Keyloop shall use its reasonable endeavours to ensure that the then current version of the Keyloop Platform remains operational for a period of 12 months from the date of notice. After this time, it will no longer be supported and may be removed by Keyloop without further notice.

5.11   Customer shall within 12 months from the date of first notice of any API Modification (or such shorter date as reasonably required by Keyloop) comply with such API Modifications by implementing and using the most current version of the Keyloop Platform and making any changes to the Application that may be required as a result of such API Modifications.

5.12   Customer acknowledges that an API Modification may have a material adverse effect on the Integrated Application. Keyloop shall have no liability of any kind to Customer (or its Affiliates) with respect to such API Modification or any adverse effects resulting from such API Modifications.

5.13   Customer's use of the new release or version will constitute a binding acceptance of the API Modifications.

5.14   Keyloop acknowledges that Customer owns all Intellectual Property Rights in the Application. Nothing in the Contract shall transfer any title in the Application to Keyloop and nothing shall give Keyloop any rights in or to the Application.

5.15   The Charges payable by Customer permit the use of the Services in accordance with the API Limits during each Annual Period. Any API Call allowance not used in an Annual Period shall not be carried over into a subsequent Annual Period.

5.16   At the end of each Annual Period, if the actual number of API Calls exceeds the API Call allowance outlined in the SOW, Customer shall be liable to pay for such excess API Calls and Keyloop shall invoice Customer for such excess API Calls (in denominations of 1 million API Calls) in accordance with Standard Rates ('**Overages'**).

5.17   During Quarterly Usage Reviews, the parties shall consider whether:

5.17.1 the actual usage of the Keyloop Platform in the relevant Annual Period is likely to exceed the API Limit for that Annual Period; and

5.17.2 Customer should upgrade its API Package Type. Any change to the API Package Type shall be subject to a separate contract between the parties (an '**Upgrade Agreement'**). The Start Date of an Upgrade Agreement shall be its Commencement Date.

5.18   With effect from the commencement date of any Upgrade Contract the initial Agreement for the previous API Package Type shall automatically terminate.

5.19   Customer may not, after termination of the Services for any reason, continue to use the Keyloop Platform in connection with an Integrated Application irrespective of any residual API Call allowance.

6   AUTOLINE DRIVE

6.1   The Minimum Term for the Product shall be 5 years.

7   AUTOLINE DRIVE OEM INTERFACE BUNDLES

7.1   In addition to any rights which Keyloop may have in the Agreement, Keyloop is entitled to add or remove any interface components by publishing an updated version of the applicable Product Overview.

7.2   In addition to any variation in the Charges which Keyloop makes generally in accordance with the terms of the Agreement, Keyloop is entitled to vary the Charges for the Product to reflect any changes in the constituent interface components set out in the relevant Product Overview. Keyloop may make such a variation in Charges at any time by informing Customer at least 2 months in advance.

8   AUTOLINE DRIVE TRAINING SUBSCRIPTION PLAN; AUTOLINE REVISION 8 TRAINING SUBSCRIPTION PLAN; ILEARN / LEARNING JOURNEY

8.1   The following defined terms in this clause 8 shall have the following meaning:

Training Materials   the e-learning courses and other training materials that are made available by Keyloop through the Product.

8.2   Customer shall not and shall procure that no Authorised User shall:

8.2.1   copy, print out or otherwise reproduce any Training Material or any other material relating to any part of the Product unless authorised by Keyloop in writing;

8.2.2   make any Training Materials or any part of the Product available to anyone who is not an Authorised User, except as authorised by Keyloop in writing;

8.2.3   alter, duplicate, modify, disclose or distribute any part of the Training Materials or Product; or

8.2.4   attempt to obtain, or assist others in obtaining, access to the Product.

8.3   Customer shall fully indemnify Keyloop and hold Keyloop harmless from and against any and all claims, losses, obligations, liabilities, costs and/or expenses whatsoever (including, legal costs and expenses) arising out of or in connection with any act or omission by Customer or any Authorised User that results in:

8.3.1   the use of the Training Materials or Product otherwise than in accordance with the Agreement; or

8.3.2   any Disabling Device being introduced to Keyloop's computer system which results in loss or damage of any kind.

9   CLOUD CONNECT

9.1   In the event that a Site has only 1 internet connection with the Keyloop data centre(s), Customer acknowledges this may adversely affect the performance of the Cloud Connect, including:

9.1.1   no internet failover features being available. If the internet service incurs an outage or hardware (carrier modem) fails, Customer's access to other Keyloop products (including Voice) shall not be available; and

9.1.2   limited ability for Cloud Connect to remediate internet quality issues. If Customer's circuit performance degrades, Cloud Connect may not improve Customer's internet application experience.

9.2   Customer acknowledges and agrees that it shall incur additional Charges, namely a "go-back" Keyloop install fee if a second circuit is purchased at a later date. The Keyloop install fee shall be referenced on the applicable Quote.

10   DEALER PROGRAMME

10.1   A condition of providing the Product is that Customer owns all Intellectual Property Rights in the Non-Keyloop Product outlined in the applicable Statement of Work.

10.2   Customer shall not be permitted by the Agreement to use the Product in relation to the provision of any other application or in respect of any other Keyloop system other than as outlined in the applicable Statement of Work. Specifically, the Product may not be used by Customer to provide any other business function or to permit any other person (except for itself and its Affiliates) to post data to, or access data on, a Keyloop system or to provide any data residing on any Keyloop system to any other person.

11   DIGITAL COMMUNICATIONS BUNDLE

11.1   The standard Minium Term shall be 12 months from the Start Date.

12   DMS LOOKUP

12.1   Keyloop grants to Customer the non-exclusive, personal, non-transferable right to permit a concurrent number of Authorised Users (as outlined in the Quote) to use the DMS user interface solely for the purposes of accessing, altering and extracting Customer Data. Customer shall not be permitted to use any part of the DMS in support of its ongoing business activity or for any purpose other than to access and alter Customer Data and extract it from the DMS.

12.2   Customer shall not be permitted to upload additional Customer Data to the DMS.

13   DOMAIN NAME REGISTRATION

13.1   The following defined terms in this clause 13 shall have the following meaning:

Domain Name	a text name (e.g. Keyloop.co.uk) which provides a more memorable name to stand in for a numeric IP address;
Domain Name Registration	the process of registering a Domain Name to an individual, company or organisation via a domain registrar service;
Nominet	the not-for-profit organisation dedicated to managing the .uk domain registry database; and
Nominet Terms	the terms and conditions of Nominet from time to time and located at http://www.nominet.org.uk/go/terms.

13.2   Charges for the Product are made up of the following:

13.2.1 One-Time Charges including:

13.2.1.1   application charges payable on each new application for registration of a Domain Name; and

13.2.1.2   administration charges payable on request for transfer of a Domain Name Registration;

13.2.2 Recurring Charges including:

13.2.2.1   annual charges; and

13.2.2.2   extra-ordinary renewal charges incurred where termination of a Domain Name Registration is cancelled and re-registration is sought more than 30 but less than 80 days after termination of the relevant Domain Name Registration.

13.3   Customer may incur additional charges through failure to adhere to this Agreement or the Nominet Terms.

13.4   Keyloop relies on Nominet in order to deliver Domain Name Registration. Keyloop shall use its reasonable endeavours to ensure that names are correctly registered but Customer acknowledges that this is not within the direct control of Keyloop. In particular, Customer acknowledges that Keyloop is not responsible for correct registration of requested Domain Names. In the event of a failure to provide the requested Domain Name arising directly or indirectly from any act or omission of Nominet, Keyloop's liability shall be limited to a sum equal to the amount of compensation (if any) received from Nominet in relation to such failure.

13.5   Keyloop shall have no liability to Customer where a Domain Name Renewal fails due to Customer's failure to adhere to the obligations outlined in the Domain Name Registration Product Overview.

14   DRIVE MOT CLEANSE

14.1   The following defined terms in this clause 14 shall have the following meaning:

Cleansed Data   Customer Data that has been subject to Data Cleansing outside the DMS; and

Data Cleansing   the process of validating, and where necessary correcting or deleting entries in a set of data.

14.2   Customer shall check Cleansed Data before it is imported back into the DMS. Where incorrect or corrupted Cleansed Data is imported into the DMS any activities required from Keyloop in supporting Customer with correcting issues caused by the corrupted data or reconciling data may be chargeable in accordance with Standard Rates.

15 ENABLEME

15.1 The following defined terms in this clause 15 shall have the following meaning:

Learning Materials Keyloop's online electronic performance support learning materials.

15.2 Customer shall fully indemnify Keyloop and hold Keyloop Personnel harmless from and against any and all claims, losses, obligations, liabilities, costs and/or expenses whatsoever (including, legal costs and expenses) arising out of or in connection with any act or omission by Customer or any Authorised User that results in:

15.2.1 the use of the Learning Materials or Product otherwise than in accordance with the Agreement; or

15.2.2 any Disabling Device being introduced to Keyloop's computer system which results in loss or damage of any kind to Keyloop or Keyloop Personnel.

15.3 The provision of the Product is subject to the privacy statements available initially on accessing the Product and then accessible from within the Product.

16 INTERNET VIRTUAL PRIVATE NETWORK SERVICES

Customer accepts the security risks posed by split tunnelling, including the risk that a security breach on the Authorised User's device could allow a malicious user to access the Keyloop hosted Customer environment. Accordingly:

16.1 as between Keyloop and Customer, Keyloop shall not be liable for any losses arising from such a breach of security as a result of or in connection with the deployment of a split tunnel remote access VPN to an Authorised User and Customer shall indemnify and hold Keyloop harmless against any losses arising from such an event; and

16.2 Keyloop may suspend the remote access VPN at any time without notice where it believes that there may be an actual or threatened security risk.

17 INVOICING, POWERED BY KOFAX

17.1 The following defined terms in this clause 17 shall have the following meaning:

Invoice an invoice or credit note received by Customer from a third party supplier.

17.2 The Product enables Customer to process a Quantity of Invoices in a fixed 12 month period commencing on the Start Date ("**Bundle**"). Any unused element of a Bundle at the end of the applicable 12 month period shall be lost.

17.3   If Customer requires the capacity to process additional Invoices in excess of its then current Bundle then it may purchase an additional Bundle(s) of Invoices for the Product from Keyloop ("**Additional Bundle**") which shall be subject to:

17.3.1 a separate Quote to be signed by Customer and Charges shall apply; and

17.3.2 each Additional Bundle shall have a fixed period of 12 months, meaning its allowance of Invoices must be used by Customer within 12 months of the Start Date for the Additional Bundle. Any unused element of the Additional Bundle on expiry of the fixed 12 month period shall be lost.

17.4   If Customer does not have a valid Bundle of Invoices, they shall not be able to further utilise the Product by processing any additional Invoices until they have purchased an Additional Bundle.

17.5   Keyloop reserves the right to immediately terminate the Services by providing notice if Customer does not have a valid Bundle of Invoices.

17.6   The Product includes the use by Customer of third party software known as 'ReadSoft Online', provided by Kofax UK Limited (company number 03006365) ("**Kofax**"). Kofax owns and retains all title, ownership and Intellectual Property Rights in and to such third party software including the appearance of the website and platform on which it is accessible.

17.7   As a condition of using ReadSoft Online Customer shall:

17.7.1 not use the Product in any manner which:

17.7.1.1 disrupts the normal use of the Product for other users;

17.7.1.2 impacts the privacy, integrity or security of the Product or other users;

17.7.1.3 is legally actionable between private parties; or

17.7.1.4 violates any Applicable Law;

17.7.2 be solely responsible for all content and data placed upon the Product by Customer Affiliates and Authorised Users. Customer is prohibited from storing, distributing or transmitting any unlawful material through the Product as well as copyrighted, trademarked and other proprietary material used without proper authorisation;

17.7.3 ensure that any secure passwords for use of the Product are maintained, kept confidential and not disclosed to any third parties nor are any user

identifications, passwords, account numbers or account profiles. The Customer shall have sole responsibility for maintaining the confidentiality of and preventing the unauthorized use of any secure passwords, and for otherwise preventing any unauthorized access to the Product from or through its facilities, telecommunications and internet services;

17.7.4 account, on demand, for any losses incurred by Keyloop or Kofax arising out of or brought by a third party against them in connection with:

17.7.4.1 the Customer's use of the Product;

17.7.4.2 alleging any Customer content on the Product infringes such third party's Intellectual Property Rights; or

17.7.4.3 related to any breach by the Customer of any conditions of the Agreement; and

17.7.5 comply with any Customer responsibilities published by Keyloop from time to time concerning the provision of the Product.

17.8 Kofax may collect, store, track, compile and aggregate data and information related to the Customer's access and use of the Product which will not include any Customer content or Confidential Information. Kofax will own and control the use of such data and will not have any confidentiality obligations with respect to it.

17.9 Kofax shall be entitled to enforce the terms of the Agreement.

18 KEYLOOP EPAYMENTS

18.1 The following defined terms in this clause 18 shall have the following meaning:

Payment Service Solution	the relevant third party payment service solution certified by Keyloop and used by Customer to receive payment from its customers;
PBL Material	the 'Pay By Link' web page, email template and customer receipt; and
PED	pin entry device.

18.2 The Product facilitates the integration of Customer's DMS with the applicable Payment Service Solution only. Accordingly, as between Keyloop and Customer:

18.2.1 Keyloop makes no assurances regarding, and accepts no responsibility for, the Payment Service Solution or any PED;

18.2.2 Customer shall be solely responsible for procuring the applicable Payment Service Solution; and

18.2.3 Customer shall be solely responsible for taking all appropriate steps to ensure that such Payment Service Solution complies with Applicable Law and industry standards including the Payment Card Industry Data Security Standards, as amended from time to time.

18.3 The Pay By Link service does not include any modification of the PBL Material by Keyloop on behalf of Customer. The default configuration of the PBL Material contains Keyloop branding. Keyloop reserves the right to charge for any such changes completed by Keyloop at the request of Customer from time to time, in accordance with Standard Rates.

18.4 Customer shall:

18.4.1 not, and shall procure that Authorised Users shall not, use the DMS to record any payment card details; and

18.4.2 account, on demand, for any losses incurred by Keyloop as a result of Customer failing to comply its obligations.

19 LEADS

19.1 The standard Minium Term shall be 12 months from the Start Date.

20 MANAGED FORTINET FIREWALL

20.1 Customer shall obtain the consent of Keyloop prior to, any change to the Site at which the Product is located. If Customer fails to obtain the prior consent of Keyloop in relation to any such change, Keyloop may, at its sole option, charge for the provision of any subsequent Support Services in accordance with Standard Rates.

20.2 Support Services in relation to the Product does not include the provision of an engineer to assist with certificate deployment, which Keyloop may at its sole option provide to Customer on request in accordance with Standard Rates.

21 MARKETING SERVICES

21.1 The following defined terms in this clause 21.1 shall have the following meaning:

Email Marketing email marketing creation and syndication services delivered by Keyloop and includes engagement, delivery and action reporting.

Management Fee	the recurring monthly fee charged by Keyloop for managing PPC and Social Media Advertising, calculated as a percentage of Media Spend;
Marketing Retainer	the recurring monthly subscription fee for Owned Marketing;
Marketing Services	the suite of marketing services provided by Keyloop, comprising Owned Marketing, Email Marketing, PPC, and Social Media Advertising, as may be further described in the Product Overview and/or Statement of Work;
Media Spend	the amount paid by Customer to third-party platforms (e.g., Google, Bing, Meta) for paid advertising;
Owned Marketing	services including on-site search engine optimisation (SEO), off-site SEO, technical SEO, generative engine optimisation (GEO), and website development, delivered as a recurring monthly subscription;
Pay Per Click (PPC)	paid advertising services delivered via Google and/or Bing networks, including campaign management and reporting;
Social Media Advertising	pre-paid social media campaign management across Meta, TikTok, LinkedIn, and/or other supported platforms, as may be further described in the Product Overview and/or Statement of Work; and
Underspend	any unutilised allocation of Owned Marketing Strategy services during the Term.

21.2 Customer may not reallocate budget between Owned Marketing Services and Paid Marketing Services.

21.3 **Owned Marketing Services**

21.3.1 Owned Marketing Services are provided on a 12-month Minimum Term, with a recurring monthly Marketing Retainer. Following the expiry of the Minimum Term, the Agreement for Owned Marketing services shall automatically continue on a rolling basis unless and until terminated by either party giving at least two (2) months' notice to the other with such notice expiring no earlier than the end of the Minimum Term.

21.3.2 Customer shall provide feedback or approval on the monthly marketing plan by the end of the third Business Day of each month in writing. If no feedback

or approval is received, Keyloop may, at its sole discretion, proceed with the planned work for that month.

21.3.3 In the event that the Customer does not renew, or cancel, Owned Marketing Services at the end of the 12-month term, any Underspend shall be forfeited by the Customer.

21.4 **PPC and Social Media Advertising**

21.4.1 PPC and Social Media Advertising Services are provided on a rolling monthly term. Either party may terminate PPC or Social Media Advertising Services by providing at least 30 days' advance notice and such termination to take effect at the end of the 30-day period.

21.4.2 Charges comprise of the Media Spend (payable directly to the relevant platform) and a Management Fee (payable to Keyloop). The Customer acknowledges that certain services may involve Charges payable to third-party providers (including advertising platforms). Keyloop shall be entitled to pass through such third-party charges to the Customer, including any applicable taxes, levies, surcharges, or other mandatory costs imposed by third parties.

21.4.3 Keyloop may vary the Charges (including any third party charges) to reflect any changes, increases, or new impositions in third-party pricing or taxation at any time without notice.

22 MESSAGE

22.1 The following defined terms in this clause 22 shall have the following meaning:

Applicable Rates   the third party Charges applicable to messages or features and calls from time to time;

Channel Bundle   the Charges applicable for a bundle on a particular channel for a specified usage, published on the Product rate card provided to customer with additional copies available on request; and

22.2 Message channel consumption is covered by Channel Bundle packages provided in units of 1,000 and 10,000 messages per month on a channel type.

22.3 Charges for the Product are made up of the following:

22.3.1 Recurring Charges for channels and Channel Bundles; and

22.3.2 One-Time Charges for messages sent outside of the Channel Bundles, which are charged at Applicable Rates.

22.4 Keyloop may vary the Applicable Rates at any time without notice.

23 MPLS (INTERNATIONAL) SERVICE

23.1 The following defined terms in this clause 23 shall have the following meaning:

IP Internet Protocol;

Telecommunications Provider the provider of telecommunications infrastructure and services used by Keyloop in order to deliver the respective Product from time to time; and

WAN Services the services to be provided by Keyloop to Customer as set out in the MPLS (International) Service Product Overview.

23.2 Where IP or other network addresses are allocated to Customer by Keyloop, they are for use only in connection with the WAN Services. Customer may not sell or otherwise agree to transfer them to any other person. If the WAN Services are terminated for any reason, the addresses shall revert to Keyloop and may be reallocated.

23.3 Before commencing provision of the Product, Keyloop shall seek confirmation from the applicable Telecommunications Provider that the telecommunications infrastructure to each Site at which the WAN Services are to be provided is regarded by the Telecommunications Provider as being sufficient for the WAN Services to be provided. If the Telecommunications Provider advises that additional infrastructure is required, Customer may either:

23.3.1 request Keyloop to provide a Quote for the provision of such infrastructure by the Telecommunications Provider; or

23.3.2 terminate the part of the Agreement insofar as it relates to the provision of connection to the Network for that Site, without further liability to pay Charges in respect of the cancelled part of the Agreement.

24 ON PREMISE TERMS

24.1 These terms apply only where a Product is stated in the Quote as 'on-premise' or has no related hosting Product. Customer is solely responsible for the hardware and environment on which the Product shall operate and any failures to maintain that

hardware and environment which affect the Product are not the responsibility of Keyloop.

24.2 Customer shall be responsible for implementing appropriate security measures and policies to protect the Products from unauthorised access and use.

24.3 Keyloop is not obliged to provide Support Services where a Case results from Customer's systems, networks, operating platforms, databases, tooling, hardware, software or environments in which the Products are hosted.

24.4 Clause 10.5 of the Support and Maintenance Terms shall be deleted and replaced with: "*If Keyloop elects to make a Release available to Customer, Customer shall deploy new Releases. Where Customer requires assistance with the deployment of a Release, Keyloop may provide Professional Services subject to payment by Customer of Charges which shall be calculated in accordance with Standard Rates.*"

24.5 Clause 10.6 of the Support and Maintenance Terms shall be deleted and replaced with: "*Where Customer is not using the latest Release of a Product when a new Release becomes available, the availability and deployment of the new Release may require Customer to deploy the intervening Releases between the Release used by Customer and the new Release. In such circumstances, the availability and deployment of the new Release shall be subject to payment by Customer of additional Charges which shall be calculated in accordance with Standard Rates.*"

24.6 Clauses 11 - 13 of the Support and Maintenance Terms shall not apply.

25 PRINT MANAGER

25.1 The following defined terms in this clause 25 shall have the following meaning:

Device a Customer procured printer device that complies with the compatibility requirements advised by Keyloop and used in connection with the Product;

Keyloop Print Adapter a Keyloop command script in respect of a Device manufacturer which includes the relevant PJL; and

PJL the printer job language in relation to a Device.

25.2 Proofs of any forms, templates or modifications must be returned fully approved by Customer at least 1 week prior to the required date. Customer shall test Print Manager forms, templates or modifications within 5 Business Days to ensure they are working correctly, and any issues raised after this time may be subject to additional Charges at Standard Rates. Keyloop reserves the right to charge for proofs at Standard Rates in the event of Customer cancelling an order after proofs have been prepared.

25.3 Upon request, Customer shall provide Keyloop with the PJL in respect of each Device it intends to use in connection with the Product. Customer shall be responsible for procuring from the Device manufacturer the relevant PJL (and any amendments to such PJL) and promptly providing the same to Keyloop.

25.4 On receipt of the relevant PJL from Customer (and any updates to the PJL, as the case may be), Keyloop shall use reasonable endeavours to provide the relevant Keyloop Print Adapter to ensure the compatibility of the relevant Device with the Product.

25.5 Customer shall for the duration of the Services have an equal number of Print Manager and DMS Authorised Users.

26 PRINT PLAN

26.1 The following defined terms in this clause 26 shall have the following meaning:

Consumables	those items commonly referred to as consumables including toners, photo conductor units, waste toner bottles and other items which are habitually used up in printing and replaced periodically, excluding paper;
Output Devices	machines which enable printing and/or other services provided by Keyloop and as specified in the relevant Quote;
Print Coverage	the amount of toner used per Print Page, stated by way of a percentage of black or coloured ink on a page compared to the amount of un-printed space on the Print Page;
Print Page	1 side of an A4 sized piece of paper printed by Customer using the Output Devices provided by Keyloop. In providing the Services:
	(a) double sided A4 printing constitutes 2 print pages;
	(b) single sided A3 printing constitutes 2 print pages; and
	(c) double sided A3 printing constitutes 4 print pages;
Standard Print Coverage	a Print Coverage of 5%; and
Yield	the number of Print Pages that are capable of being printed by a single Consumable assuming a Standard Print Coverage, according to the Output Device manufacturer.

26.2   Customer shall pay Charges in respect of:

26.2.1 the purchase or rental and maintenance of the Output Devices; and

26.2.2 the Print Pages.

26.3   The Charges for Print Pages shall be based on electronic information relating to the actual usage of each Output Device which may be collected remotely by Keyloop using a monitoring application. The Charges are set out in the Print Plan Product Overview.

26.4   On a quarterly basis and on termination of the Product for any reason, Keyloop may compare the Yield for Consumables delivered to Customer against the actual volume of Print Pages produced by each Output Device using data from the Keyloop monitoring application. If the Yield for Consumables delivered exceeds the actual volume of Print Pages produced by an Output Device, Keyloop may invoice Customer additional Charges equal to the amount of such excess Print Pages multiplied by the relevant price per Print Page outlined in the Print Plan Product Overview.

27   ROYAL MAIL PAF DATA

27.1   The following defined terms in this clause 27 shall have the following meaning:

Data Cleansing   the processing of existing data records using PAF Data:

(a) including validating, reformatting, correcting or appending additional data to those records, and

(b) including the use of PAF Data within address capture applications, but

(c) not including Data Extraction (whether carried out by an address capture application or otherwise),

and "**Cleansed**" shall be read accordingly;

Data Extraction   the extraction of PAF Data or any part of it for the generation of new address records in a new or existing database;

Extracted Data   data generated as a result of Data Extraction;

PAF Data   postal address data file owned by Royal Mail;

Solution	the solution provided to Customer by Keyloop comprising 1 or more elements of a Product together with the PAF Data; and
Substantially All Database	a database which on its own or as part of another database comprises all or substantially all the addresses in the United Kingdom or any of England, Wales, Scotland or Northern Ireland.

27.2   Customer may freely use PAF Data in Solutions in accordance with the terms of this Agreement.

27.3   Customer must not make copies of PAF Data except as permitted by this Agreement or reasonably necessary for back-up, security, business continuity and system testing purposes.

27.4   Customer may use PAF Data for Data Extraction but Extracted Data:

27.4.1 may only be accessed by Authorised Users; and

27.4.2 must not be supplied or any access to it provided to any third party.

27.5   Customer may provide Cleansed data to third parties provided that:

27.5.1 the access is provided in the course of Customer's normal data supply or routine business activities and is not carried on as a bureau service or otherwise as a business in its own right; and

27.5.2 if such databases are Substantially All Databases:

27.5.2.1 such databases are not represented or held out as a master, original or comprehensive address database or other similar description,

27.5.2.2 the provision includes a prominent notice that the relevant Cleansed data has been cleansed against PAF Data.

27.6   Customer must not permit access to, display or communicate to the public any Solutions, except for the purposes of capturing or confirming address details of third parties.

27.7   Except as set out in this clause 27, Customer must not copy, reproduce, extract, reutilise or publish Solutions or any of them.

27.8   Customer acknowledges that neither Keyloop nor Royal Mail warrants the accuracy or completeness of the PAF Data nor that it shall meet any requirements of Customer.

27.9 Keyloop may vary clause 27 where Royal Mail notifies Keyloop of a change in its licensing terms for PAF Data.

27.10 Royal Mail shall be entitled to enforce the terms of the Agreement.

27.11 Customer shall on demand indemnify Keyloop for any liability that Keyloop incurs to Royal Mail as a result of any breach by Customer of any of clause 27.

28 SERVICE APPOINTMENT BOOKING

28.1 The following defined terms in this clause 28 shall have the following meaning:

Authorised Third Party	the provider of a Non-Keyloop Product; and
Configuration Application	an online management tool used solely to enable Customer to configure the nature of data that may be transmitted between the DMS and Non-Keyloop Product via the Product.

28.2 With the prior written authorisation of Customer, Keyloop shall permit Authorised Third Party to have access to the Product. Any such access shall be provided by Keyloop on the condition that:

28.2.1 Customer shall ensure that Authorised Third Party Personnel use the Product in accordance with the terms of the Agreement;

28.2.2 Keyloop is authorised by Customer to treat instructions from an Authorised Third Party as if they were instructions received directly from Customer; and

28.2.3 Keyloop shall not be liable to Customer for any losses arising from Keyloop's compliance with the instructions of Authorised Third Party or Authorised Third Party's use of the Product.

28.3 Where the Product is provided in relation to a Customer's DMS which is not hosted by Keyloop:

28.3.1 a condition of providing the Product shall be that the Customer maintains a valid Keyloop contract for the Keyloop VPN product; and

28.3.2 the Keyloop VPN product relies on the infrastructure of the public internet and Customer's internet connection, which are not within Keyloop's control.

28.4 Customer is responsible for uploading to the Non-Keyloop Product and keeping up to date the text of any privacy statement or other regulatory wording necessary to be made available to a customer of Customer.

29 SERVICE ONLINE (API)

29.1 The following defined terms in this clause 29 shall have the following meaning:

End Customer	a customer of Customer; and
Service Online Account	means an account set up by an End Customer on Service Online for the purposes of making and amending vehicle service bookings. The End Customer can also amend certain details stored about them on their account.

29.2 For the convenience of End Customers with a Service Online Account, the Product is configured to operate with groupings of dealers (which may include relevant vehicle manufacturers) known as "**Communities**". Each Community is supervised by 1 member of the Community (the "**Community Sponsor**"). The Community Sponsor determines the eligibility of parties to be members of the Community and is entitled to terminate any member's membership of the Community at any time at its discretion. Customer acknowledges that such decisions are made at the discretion of the Community Sponsor and that Keyloop has no control over or liability for Customer's inclusion or exclusion from any Community.

29.3 An End Customer with a Service Online Account who registers to use the Product with 1 member of a Community shall be able to use Service Online to make service bookings with other members of the relevant Community (the "**Secondary Members**"). When an End Customer with a Service Online Account registers with a Secondary Member to use the Product there shall be a transfer of Customer Data (which may include personal data for which Customer is the data controller ("**Relevant Data**")) from the Product from 1 Community member to another Community member. Customer authorises and instructs Keyloop to make any such transfers of Relevant Data on its behalf from time to time.

29.4 The Community Sponsor may also access Customer Data (including personal data for which Customer is data controller) from the relevant Community of Service Online. Customer authorises and instructs Keyloop to enable such access on its behalf and to make such data transfers from time to time, including by means of reports requested by the Community Sponsor.

30 SMART DATA

30.1 The following defined terms in this clause 30 shall have the following meaning:

Cleansed Data	Customer Data that has been subject to Data Cleansing outside the DMS; and

Data Cleansing	the process of validating, and where necessary correcting or deleting entries in a set of data.

30.2 It is Customer's responsibility to select and make appropriate arrangements with its chosen partner for Data Cleansing, including ensuring that it has the necessary authorisations under Data Protection Legislation for carrying out the Data Cleansing.

30.3 Customer shall check Cleansed Data before it is imported back into the DMS and where necessary request its Data Cleansing provider to correct any errors before importing that Cleansed Data to the DMS. Where incorrect or corrupted Cleansed Data is imported into the DMS any activities required from Keyloop in supporting Customer with correcting issues caused by the corrupted data or reconciling data shall be chargeable in accordance with Standard Rates.

31   SURF

31.1 The following defined terms in this clause 31 shall have the following meaning:

Telecommunications Provider	the provider of telecommunications infrastructure and services used by Keyloop in order to deliver the respective Product from time to time.

31.2 Keyloop relies on infrastructure provided by the Telecommunications Provider in order to deliver the Product. Keyloop shall use its reasonable endeavours to ensure that Telecommunications Provider provides such infrastructure as is necessary to enable Surf to be delivered in accordance with the service levels set out in the Surf Product Overview, but Customer acknowledges that the availability of such infrastructure is not within the direct control of Keyloop.

31.3 Before commencing provision of the Product, Keyloop shall seek confirmation from the applicable Telecommunications Provider that the telecommunications infrastructure to each Site at which the Product is to be provided is regarded by the Telecommunications Provider as being sufficient for the Product to be provided. If the Telecommunications Provider advises that additional infrastructure is required, Customer may either:

31.3.1 request Keyloop to provide a quote for the provision of such infrastructure by the Telecommunications Provider; or

31.3.2 terminate the part of the Agreement insofar as it relates to the provision of the Product for that Site, without further liability to pay Charges in respect of the cancelled part of the Agreement. This cancellation does not apply to any PSTN circuit that Customer has ordered from Keyloop, which is a separate Product.

31.4 Without prejudice to any other terms as to liability contained in this Agreement, in the event that Keyloop is unable to deliver the Product due to the failure of the

Telecommunications Provider to provide continuous access to the necessary infrastructure Keyloop's liability shall be limited to the proportional amount of compensation (if any) that Keyloop receives from Telecommunications Provider in respect of such failure.