

## 1. DEFINITIONS

**Affiliate** includes in relation to either party each and any subsidiary or holding company of that party and each and any subsidiary of a holding company of that party.

**Agreement** means the Order together with these terms.

**Application** means the application available at <https://app.nomio.com> or any other address notified to the Customer by Nomio and the existing API endpoints.

**Authorised User** means the employees, agents and independent contractors of the Customer, or any Affiliate who is engaged or employed by the Customer, who are authorised by the Customer to use the Application as set out in the Order.

**Business Days** means any day other than a Saturday or Sunday or public holiday in England on which banks are physically open for the transaction of general banking business in London.

**Charges** means Nomio's fees for the Services, as agreed between the parties and set out in the Order, together with such other additional fees as may be agreed between the parties from time to time.

**Confidential Information** means information that is proprietary or confidential and is either clearly labelled as such, identified as such or by its nature can reasonably be considered to be confidential information, and includes in respect of the Customer, Customer Data, and excludes information that becomes public through no fault of the receiving party, was already lawfully in the receiving party's possession before being shared under this Agreement, is received from a third party without a duty of confidentiality, or must be disclosed due to legal, court, or regulatory requirements.

**Contract Year** means the period between the Start Date (or an anniversary thereof) and the day immediately preceding the next anniversary of the Start Date, inclusive.

**Customer** means the person or entity described as such in the Order.

**Customer Data** means the data, including but not limited to contracts, created by the Customer and added by Authorised Users into the Application excluding the Nomio Processing Data.

**Data Protection Law(s)** means any Applicable Law relating to the processing, privacy and use of personal data, as applicable to the Company, the Vendor and/or the Services, including in the United Kingdom the Data Protection Act 2018, in the European Union the GDPR and the Privacy and Electronic Communications (EC Directive) Regulations 2003, and, to the extent applicable, the data protection or privacy laws of any other country, and any judicial or administrative interpretation of any of the above, any guidance, guidelines, codes of practice, approved codes of conduct or approved certification mechanisms issued by any relevant supervisory authority.

**Documentation** means any documentation supplied by Nomio to the Customer under this Agreement.

**GDPR** means the General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679).

**Force Majeure Event** means any event beyond a party's reasonable control that delays or prevents performance of its obligations under this Agreement.

**Intellectual Property Rights** means all intellectual property rights including, but not limited to, patents, trade secrets, trademarks, service marks, trade names, copyrights and other rights in works of authorship (including rights in computer software), moral and artists' rights, design rights, domain names, know-how and database rights and whether any of the foregoing are registered or unregistered and all rights or forms of protection of a similar nature in any country.

**Nomio Processing Data** means statistical, textual insight, correlative and activity-based data captured by the Application in the course of usage and all derivative data which is used by Nomio to improve the intuition, accuracy and sophistication of the Application.

**Order** means the form signed on behalf of Nomio and the Customer to which these terms are attached.

**Output** means all data or information provided by the Application in reports, screens, downloads, files, charts or other formats.

**Scheduled Maintenance** means any work notified in advance to the Customer (as provided in the Service Level Agreement) to be carried out by Nomio or on its behalf that may cause the Services to be temporarily suspended.

**Services** means the services to be provided by Nomio under this Agreement as set out in the Order.

**Service Level Agreement** means the schedule to this document that defines the service levels to be provided by Nomio under this Agreement.

**Specification** means the schedule to this document that defines the specification for the Application and Services.

**Start Date** means the date identified as such in the Order.

**Usage Limitations** means the limitations described as such in the Order.

**VAT** means value added tax chargeable under English law for the time being and any similar additional tax.

**Virus** means any thing or device (including any software, code, file or program) which may: prevent, impair or otherwise adversely affect the operation, accessibility, performance or availability of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device.

**Working Hours** means 9.00am to 5.00pm UK time on Business Days.

- 1.1. Clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement.
- 1.2. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

- 1.3. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.4. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns.
- 1.5. References to clauses and Schedules are to the clauses and Schedules of this Agreement and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.6. The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.

## **2. TERM**

- 2.1. The Services shall commence on the Start Date for the period set out in the Order ("Initial Term"), and unless terminated by either party by no less than 90 days' notice prior to the end of the Initial Term or a Renewal Term, shall renew thereafter for successive terms of 12 months (each a "Renewal Term") unless terminated earlier in accordance with clause 5 or clause 14.

## **3. CHARGES AND PAYMENT**

- 3.1. The Customer shall pay the Charges for the Services in accordance with this Agreement. Payment shall be made in the currency specified in the Order or, if not specified, GBP.
- 3.2. Nomio may, no more than once per Contract Year, and not to take effect until the completion of the first Contract Year, alter the Charges by up to 3 percent plus the previous 12 months' increase in the Retail Price Index published by the Office for National Statistics without the need for notice.
- 3.3. All Charges quoted to the Customer for the provision of the Services are exclusive of any VAT.
- 3.4. Nomio will invoice the Charges to the Customer in advance on an annual basis for payment within 30 days of the date of any such invoice.
- 3.5. The Customer will pay all transaction fees to ensure that Nomio receives the full payment of the Charges.
- 3.6. Late payments will incur a penalty, accruing daily on the outstanding balance from the due date until the date of payment in full, at the maximum rate permitted by law.

## **4. LICENCE**

- 4.1. Nomio hereby grants to the Customer and its Affiliates a non-exclusive, non-transferable right for each Authorised User to use the Application and the Documentation on behalf of the Customer for the Services. Such licence shall be subject to the Usage Limitations.

## **5. WARRANTIES**

- 5.1. Each Party warrants that it has the right to enter into this Agreement and has taken all such action as may be reasonably required in connection to enter into and perform its obligations under this Agreement.
- 5.2. Nomio warrants that to the extent it is reasonably aware, the Application is free from any Virus or any other harmful elements.
- 5.3. Nomio warrants that the Services will be provided with reasonable care and skill and will comply with the Specification.
- 5.4. If the Customer, acting reasonably, considers Nomio to be in breach of the foregoing warranty in clause 5.3, Nomio shall use all reasonable efforts to remedy the breach. If within 30 days of the Customer providing written notice of such breach, Nomio is unable to repair the Services so that they perform in accordance with the Specification, the Customer shall have the right to terminate this Agreement.

## **6. NO OTHER WARRANTY**

- 6.1. The Customer agrees and acknowledges that the Output does not constitute legal advice and the Customer shall not rely on the Output as if it were legal advice.
- 6.2. The Application, the Documentation and Output are provided to the Customer for the Services strictly on an "as is" basis and without warranty or other liability for Nomio.
- 6.3. 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 save to the extent specifically provided otherwise.

## **7. CUSTOMER OBLIGATIONS AND RESTRICTIONS**

- 7.1. The Customer shall maintain a secure password for use of the Application.
- 7.2. The Customer shall not knowingly access, store, distribute or transmit any Virus or any material during the course of its use of the Application that is unlawful, inappropriate or illegal.
- 7.3. The Customer shall not, except as expressly permitted under this Agreement or any applicable law which is incapable of exclusion by this Agreement:
  - 7.3.1. attempt to copy, modify, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Application and/or Documentation (as applicable) in any form or media or by any means; or
  - 7.3.2. attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Application and/or Documentation; or
  - 7.3.3. access all or any part of the Application and/or Documentation in order to build a product or

service which is similar to the Application and/or the Documentation; or

7.3.4. use the Application and/or Documentation to provide services to third parties; or

7.3.5. licence, sell, rent, lease, distribute, or otherwise commercially exploit the Application and/or Documentation available to any third party.

## **8. DATA PROTECTION**

8.1. The Parties agree to comply with the provisions in Schedule 1 to the extent any personal data is processed as part of the Services.

## **9. IPR OWNERSHIP**

- 9.1. The Customer acknowledges and agrees that Nomio and/or its licensors own all Intellectual Property Rights in the Application and the Nomio Processing Data. Except as expressly stated herein, this Agreement does not grant the Customer or the Authorised Users any rights to, or in, patents, copyright, database right, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Application or the Nomio Processing Data.
- 9.2. Nomio confirms and warrants that it has all the rights in relation to the Application that are necessary to enable it to licence the use of the same to the Customer under, and in accordance with, the terms of this Agreement.
- 9.3. Without prejudice to clause 9.1, the Customer shall own all intellectual property rights in the Customer Data.
- 9.4. Nomio may use the Customer's name and logo for the limited purpose of identifying the Customer as a customer of Nomio.

## **10. CONFIDENTIALITY**

- 10.1. Each party may be given access to the other party's Confidential Information in order to perform its obligations under this Agreement.
- 10.2. Each party must keep the other's Confidential Information confidential, not share it with third parties unless legally required, and use it solely for implementing this Agreement.
- 10.3. Each party must ensure its employees and agents do not improperly share or disclose the other's Confidential Information.
- 10.4. Neither party is liable for third-party actions that result in loss, destruction, alteration, or disclosure of Confidential Information.
- 10.5. This clause 10 shall survive termination of this Agreement, however arising.

## **11. LIMITATION OF LIABILITY**

- 11.1. Nothing in this Agreement excludes a party's liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, breaches of Intellectual Property Rights or Data Protection Laws, or any other reason not lawfully limitable.
- 11.2. Subject to clause 11.1, neither party is liable to the other for indirect or consequential losses.
- 11.3. Either party's liability for breaches of this Agreement, including negligence, is limited to charges paid in the 12 months before the corresponding claim.

## **12. INDEMNITIES**

- 12.1. Each party indemnifies the other against claims from breaches of this Agreement, negligence, or the infringement of third party Intellectual Property Rights.

## **13. FORCE MAJEURE**

- 13.1. Neither party shall be in breach of this Agreement, nor be liable, for delay or non-performance of any of its obligations under this Agreement if caused by a Force Majeure Event. Each party shall be entitled to a reasonable extension of time for performing such obligations. If the period of delay or non-performance continues for 30 days, the other party may terminate this Agreement with 7 days' written notice.

## **14. TERMINATION**

- 14.1. Either party may terminate this Agreement immediately by giving written notice to the other party if:
  - 14.1.1. the other party commits any material breach of this Agreement and fails to remedy the breach within 14 days after being required by written notice to do so; or
  - 14.1.2. except for legitimate restructuring purposes, the other party becomes insolvent, bankrupt, engages with creditors, undergoes receivership or administration, suspends, ceases, or threatens to cease trading.
- 14.2. In addition to the provisions of this clause 14, on expiry or termination of this Agreement for any reason:
  - 14.2.1. the Customer's right to use and access the Application shall immediately terminate;
  - 14.2.2. Nomio agrees to delete all Customer Data on the Application as soon as reasonably practicable following such termination;
  - 14.2.3. there shall be no refund of any element of the Charges to the Customer, save for refunds pro-rata where the Customer has terminated properly under clause 5.4 or clause 14.1;
  - 14.2.4. all unpaid Charges shall become immediately due to Nomio (in whole or in part on a pro-rata basis where part of a periodic charge which is charged in arrears is due), save in instances

where the Customer has terminated properly under clause 5.4 or clause 14.1, in which case only the Charges due in relation to the period and usage prior to the effective date of termination shall become payable under this clause 14.2.4.

- 14.3. Any termination of this Agreement for any reason shall be without prejudice to any other rights or remedies a party may be entitled to at law or under this Agreement and shall not affect any accrued rights or liabilities of either party nor the coming into force or the continuance in force of any provision of this Agreement which is expressly or by implication intended to come into or continue in force on or after such termination.
- 14.4. Nomio reserves the right to terminate this Agreement with immediate effect if it deems the Customer has built or is building a product or services which competes with the Services provided by Nomio.

## **15. MISCELLANEOUS**

- 15.1. Neither party shall assign, transfer, charge or deal in any other manner with all or any of its rights or obligations under this Agreement without the prior written consent of the other, not to be unreasonably withheld or delayed.
- 15.2. 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.
- 15.3. The rights and remedies provided in this Agreement for Nomio only are cumulative and not exclusive of any rights and remedies provided by law.

## **16. ENTIRE AGREEMENT**

- 16.1. 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, written or otherwise, relating to the subject matter they cover.

## **17. GOVERNING LAW**

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

## **18. JURISDICTION**

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

## **Schedule 1: Data Privacy**

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.
2. If Nomio processes any personal data on the Customer's behalf when performing its obligations under this Agreement, the parties record their intention that the Customer shall be the data controller and Nomio shall be a data processor and in any such case:
  - a. the Customer shall ensure that the Customer is entitled to transfer the relevant personal data to Nomio so that Nomio may lawfully use, process and transfer the personal data in accordance with this Agreement (including the specification at Schedule 1);
  - b. the Customer shall ensure that third parties have been informed of, and have given their consent to, such use, processing, and transfer as required by Data Protection Law;
  - c. Nomio shall process the personal data only in accordance with the terms of this Agreement, the Data Protection Laws and any lawful instructions reasonably given by the Customer from time to time. In the event that Nomio believes such instructions to be contrary to Data Protection Law then it will immediately notify the Customer; and
  - d. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each party shall take appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data or its accidental loss, destruction or damage (including, as appropriate, the measures referred to in Article 32(1) of the GDPR).
3. Nomio shall exercise reasonable skill, care and diligence to select sub-processors which it may use for the purposes of data hosting and storage providers in connection with the processing anticipated under this Agreement. If Nomio changes any sub-processor it shall notify the Customer in writing in advance of such change and then the Customer may object in accordance with the GDPR. Nomio shall be liable in accordance with this Agreement for the acts and omissions of any such sub-processors.
4. Nomio shall notify the Customer without undue delay upon Nomio or any sub-processor becoming aware of a personal data breach affecting the Customer's personal data, providing the Customer with sufficient information to allow the Customer to meet any obligations to report or inform data subjects of the personal data breach under Data Protection Law.
5. Nomio shall cooperate with the Customer and take such reasonable commercial steps as are directed by the Customer to assist in the investigation, mitigation and remediation of each such personal data breach.
6. Nomio shall process the Customer's personal data during the Term of this Agreement.
7. The Customer's personal data may include any personal data that is included within any document that is uploaded by the Customer to the Application. Depending on the document type, this may include



individual names (e.g. contract signatories), customer lists (of the Customer or its clients/suppliers) including name, address, date of birth and customer attributes. The Customer does not intend to supply sensitive personal data within the documents it uploads to the Application.

8. The processing of personal data by Nomio (and any sub-processor) is in conjunction with the Customer's use of the Application including for the purpose of providing contract notifications, extraction of data points, and API endpoints and integrations from within the Application.
9. Either party may make reasonable amendments to paragraphs 7 and 8 of this Schedule 1 by written notice to the other party from time to time to meet its requirements under the applicable Data Protection Laws (including the GDPR).
10. The terms "controller", "data subject", "personal data", "personal data breach" and "processing" shall have the same meaning as in the GDPR, and their cognate terms shall be construed accordingly.

## Schedule 2: Service Level Agreement

The following sections provide relevant details on service availability, monitoring of in-scope Services and related components.

### 1. Service Availability

Coverage parameters specific to the service(s) covered in this Agreement are as follows:

#### 1.1. Web-based Services

Nomio's web-based Services will be available for a minimum of 99.5% within each calendar month. Scheduled Maintenance will be excluded from downtime.

#### 1.2. Telephone and Email Support

Telephone support is provided during Working Hours. Email support is provided during Working Hours. Emails received outside of Working Hours will be collected, but no action can be guaranteed until commencement of Working Hours on the next Business Day.

Contact details for support are as follows:

Email	support@nomio.com
Phone	+44 20 3885 2765

Support requests will be dealt with on a priority basis as determined by Nomio with reference to the priority definitions below. Priority is determined through a combination of impact and urgency, as described below. Support requests do not include new feature requests.

#### 1.3. Priority Definitions:

Each support request shall be assigned a priority on receipt by Nomio:

- Priority 1:
  - The issue or failure is causing immediate critical and significant impact on major business functions for the Customer. There is no possible workaround.
- Priority 2:
  - The issue or failure is causing critical and significant impact on major business functions, but there is a workaround available; or
  - The issue or failure will imminently cause critical and significant impact on major business functions for the Customer. There is no possible workaround; or
  - The issue or failure is causing critical and significant impact on non-core business functions, and there is no possible workaround.
- Priority 3:
  - The issue or failure is causing an impact on non-core business activities for the Customer, and a workaround is available.

- Priority 4:
  - The issue or failure has limited impact or the impact is minimal, and a workaround will be provided within the next calendar month.

#### 1.4. Target Response and Resolution Targets

Nomio aims to respond and to satisfactorily resolve 90% of issues submitted to it within the targeted time, as specified below.

Priority	Target Response Time	Target Resolution Time
1	1 Working Hour	8 Working Hours
2	2 Working Hours	24 Working Hours
3	3 Working Hours	10 Business Days
4	5 Working Hours	20 Business Days

Target response and resolution times referenced above will be measured from whichever is the latter of:

- When Nomio receives a support request and such information as the Customer has in order for Nomio to give the issue a priority
- If there is ambiguity of whether the fault lies with Nomio's or the Customer's systems, from when Nomio's engineers have confirmed that the fault is with Nomio.

#### 1.5. Exceptions

When a support request requires information or support from an external vendor or more information from the Customer, Nomio may take longer than the above periods to resolve such issues. Such additional time will not be counted as part of the target resolution times.

#### 1.6. Service Credits

If Nomio fails to meet its service availability or response requirements in any rolling three-month period, the Customer is entitled to the following credit based on its annual subscription fees:

First Failure	Meeting to discuss corrective actions
Second Failure	1.5% Service Credit
Third Failure	3.0% Service Credit
Fourth Failure	5.0% Service Credit

## 2. Scheduled Maintenance

Nomio will endeavour to provide the following minimum levels of notice in respect of Scheduled Maintenance:

Maximum Outage Period	Minimum Notice
5 Minutes	24 Hours
30 Minutes	48 Hours
More than 30 Minutes	5 Business Days

## **Schedule 3: Specification**

Nomio's Application and the Services shall together be referred to as the "Product". Product components:

### **1. Data Capture**

The Product will capture key term-related information from the Customer's contracts.

Nomio has developed a unique, universal taxonomy for representing the term of a contract which allows both for auto-calculation of implicit information (e.g. Renewal Notice Deadlines) and for the fact that the same information is often expressed in different ways (e.g. contract 1 defines a "Fixed Term", whereas contract 2 does this implicitly by defining the "Expiry Date").

The following data classes are currently included in the Product and will be captured or calculated by default: Active Date, Expiry Date, Initial Term, Initial Term Expiry Date, Renewal Term, Renewal Notice Period, Renewal Notice Deadline, Number of Renewals, Auto-Renew, Primary Party, Counterparty, Active Status, Termination Date.

This taxonomy is likely to be improved and therefore updated over time. Such updates may include changes to the names and relationships of the data classes listed, but will not result in any regression in functionality.

The Customer can manually add or override values for any of these data classes.

Data is captured using a combination of machine intelligence and human verification. Should there be any ambiguity over the value of a data class for a given contract, Nomio will contact the Customer to obtain clarifying information.

An instance of a proprietary format – Nomio's Semantic Document Format (SDF) – is generated for each Customer document in order to enable data capture, search, and instant navigation to where information appears in the text of the contract.

The Product will capture other information (e.g. payment terms) from the Customer's contracts, subject to the Customer's product package and cooperation in the event that clarifying information is required.

The Product will automatically translate and capture information from foreign language documents, subject to the Customer's product package and The Product's supported languages.

### **2. Search**

Across the entire database, or any subset of it, The Product supports contract metadata search (e.g. by name, label, or counterparty, or active status).

Across the entire database, or any subset of it, The Product supports contract text search (e.g. return all clauses containing "force majeure").

### **3. Reporting on Key Dates**

The Product generates a timeline of all dates for each contract, which can be viewed on an individual contract-by-contract basis, across the entire database at once, or for any subset of the database.

Where applicable, each event on the timeline is linked to where in the contract defines the context of that event.

A weekly email report is sent to all users. The report contains a list of timeline events up to 12 months from the date of the email, and links back to the Application.

### **4. Document Upload and Organisation**

The Product supports bulk uploads of documents from within the application, including zip files.

The Product receives documents as email attachments sent to [documents@nomio.com](mailto:documents@nomio.com).

The Product can accept PDF, doc, and docx document formats as input.

The Product performs Optical Character Recognition (OCR) on scanned text in order to digitise it.

The Customer is responsible for the quality of documents uploaded.

Low-quality documents are supported for data capture if legible by humans.

The Product will organise, group, and link documents (including subsequent amendments) to form their corresponding contracts.

### **5. Permissions and Security**

The Customer may add any number of custom labels to any contract.

The Customer may create users and named user groups, which can be linked to labels in order to segregate viewing rights across the database.

All functionality in the Product shall be limited to the set of contracts visible to any given user.

The Product supports Single Sign On (SSO), subject to the Customer's product package.

Nomio's information security posture will be provided upon request.

### **6. Export and API**

The Product provides a CSV export of the entire contract metadata grid or any subset of it, the entire timeline grid or any subset of it, and the clauses matching any text or clause label search.

The Product supports downloading the original document(s) provided to Nomio.

The Product exposes a secure API, availability and documentation for which are subject to the Customer's project package.