

## SERVICE MODULE 7

### INTEGRATION SERVICES

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Thomas and the Account Holder have entered into master terms and conditions for the provision to the Account Holder of certain solutions (the **“Master Agreement”**).

Pursuant to this Master Agreement, the Account Holder is entering into an Order for the purchase of specific Solutions, in respect of which these Service Module terms and conditions (the **“Service Module Terms”**) shall apply.

These Service Module Terms shall apply to and govern the terms applicable when an Account Holder becomes a Value Added Reseller (as defined below). These Service Module Terms amend the terms of the Master Agreement and the terms of other Service Modules, except that in the event of any conflict, ambiguity or inconsistency between the Order and these Service Module Terms, the terms of the applicable Order shall take precedence accordingly.

#### 1. DEFINITIONS

1.1 Any reference to capitalised terms in these Service Module Terms will have the meaning given to them in the Master Agreement unless otherwise defined below.

**“Acceptance Tests”** means tests with respect to the useability of the Account Holder Environment after the Integration Services have been performed by Thomas;

**“API”** means any Application Programming Interfaces developed by Thomas for use by the Account Holder in accordance with any Integration Services;

**“Bespoke Software”** means software programs developed by the Account Holder (or by an authorised third party on the Account Holder’s behalf) to interact with any API;

**“Integration Project”** has the meaning set out in clause 2.1;

**“Integration Service Notice”** means a written notice (including by email) made by Thomas to the Account Holder that Integration Services and any Maintenance or Support are required by the Account Holder in order for the Account Holder to receive particular Solution(s);

**“Integration Service Request”** means a written request made by the Account Holder for Thomas to provide Integration Services and any Maintenance or Support in accordance with these Service Module Terms;

**“Integration Services”** means the integration of Integration Software into the Account Holder Environment and the provision of related services, in order to provide the Account Holder with access to certain Thomas Solution(s), as described in the Technical Annex;

**“Integration Software”** means any:

- (a) API or software proprietary to Thomas;
- (b) Third Party Software; and/or
- (c) Bespoke Software,

which is to be used as part of the Integration Services for inclusion into the Account Holder Environment;

**“Maintenance or Support”** means the provision by Thomas of on-going maintenance or support services after completion of the relevant Integration Project;

**“Technical Annex”** means the technical specification(s) relating to Thomas’ API, as may be amended from time to time; and

**“Third Party Software”** means any software proprietary to third parties which is to be provided to the Account Holder without modification as part of the Integration Services.

#### 2. INTEGRATION SERVICES

2.1 Where either:

2.1.1 the Account Holder issues Thomas with an Integration Service Request; or

2.1.2 Thomas provides the Account Holder with an Integration Service Notice,

the parties shall, within a reasonable period of time and in any event within twenty-eight (28) days of receipt by Thomas of the Integration Service Request or receipt by the Account Holder of the Integration Service Notice (as applicable), agree in writing and in reasonable detail, the scope of the Integration Services, the Technical Annex, the Acceptance Tests, and Maintenance or Support, each of which (as applicable) shall be further set out in the relevant Order (each, an **“Integration Project”**).

2.2 Thomas shall use reasonable endeavours to:

2.2.1 provide Integration Services and any

Maintenance or Support in accordance with the Integration Project to which they relate;

**2.2.2** deliver and install any Integration Software needed to provide the Integration Services;

**2.2.3** successfully integrate the Integration Software with the relevant Account Holder software;

**2.2.4** develop (or use reasonable endeavours to ensure a party acting on its behalf develops) any Bespoke Software in accordance with the Integration Project; and

**2.2.5** successfully deliver an Integration Project in accordance with any identified Integration Project timelines, provided that time shall not be of the essence in respect of the delivery of any Integration Project.

**2.3** The Account Holder shall:

**2.3.1** provide Thomas with all necessary co-operation;

**2.3.2** provide Thomas with all necessary access to such information, documentation and other material as may be reasonably required by Thomas, including any Content and security access information; and

**2.3.3** comply with all reasonable instructions (whether written or verbal) given by Thomas to the Account Holder and carry out all other Account Holder responsibilities set out in the Master Agreement, these Service Module Terms and/or any Order,

in relation to the provision of the Integration Services and the delivery of an Integration Project.

**2.4** The Account Holder must strictly comply at all times with:

**2.4.1** these Service Module Terms;

**2.4.2** the Master Agreement; and

**2.4.3** the Technical Annex.

**2.5** Without prejudice to clause 15 (Limitation of Liability) of the Master Agreement, Thomas shall not be liable in any circumstances for any failure to provide the Integration Services or to deliver an Integration Project (including any failure to meet an Integration Project deadline) where such failure arises directly or indirectly out of the Account Holder's failure (whether by act or inaction) to comply with its obligations under the Master Agreement and/or these Service Module Terms.

### **3. OWNERSHIP**

**3.1** For the purposes of these Service Module Terms, clause 7 (Intellectual Property Rights) of the Master Agreement shall not apply and shall be replaced with this clause 3.

**3.2** All Background IPRs shall remain vested in the relevant party that owns such Background IPRs.

**3.3** Subject to clause 3.4, the Intellectual Property Rights in the Integration Software (other than Third Party Software) shall belong to, vest in and remain vested in Thomas unconditionally and immediately upon their creation, and the Account Holder shall not have any rights in, or to, the Integration Software, other than in accordance with the licence granted to the Account Holder in clause 4. Accordingly, the Account Holder assigns to Thomas, with full title guarantee for all purposes, applications and fields of use (including by way of assignment of future Intellectual Property Rights) all Intellectual Property Rights in the Integration Software, including the right to take action for any past, present and future damages and other remedies in respect of any infringement. The Account Holder must execute, and will procure that its sub-contractors execute, such documents and do such things as Thomas may consider reasonably necessary to give effect to this clause 3.3.

**3.4** Neither party shall be prevented or restricted from developing and using any techniques, ideas, concepts, information or know-how relating to methods or processes of general application which can be recalled only from the unaided memories of either party's personnel provided that in doing so there is no infringement of the Intellectual Property Rights of the other party.

**3.5** The Account Holder waives and will ensure that its employees, contractors, consultants, sub-contractors and all of its personnel waive all moral rights they might have in the Integration Software.

**3.6** The Account Holder shall use commercially reasonable endeavours to prevent any infringement of Thomas' Intellectual Property Rights in the Integration Software and shall promptly report to Thomas any such infringement that comes to its attention. In particular, the Account Holder shall:

**3.6.1** ensure that each Platform User, before starting to use the Integration Software, is made aware that the Integration Software is proprietary to Thomas and that it may only be accessed and used in accordance with these Service Module Terms; and

**3.6.2** not permit third parties to have access to the Integration Software without Thomas' prior written consent.

## 4. LICENCE

**4.1** In addition to the licence granted pursuant to clause 5.1 (Licences) of the Master Agreement and subject to clauses 2.4 and 4.2, Thomas grants to the Account Holder a:

**4.1.1** limited-term, non-exclusive, non-transferable, revocable right to use the Integration Services and the Integration Software (excluding the Bespoke Software) solely and only to the extent required for the Account Holder to access and be provided with any Solution(s) and related services it has purchased in accordance with the Master Agreement, these Service Module Terms and any other applicable Service Modules and/or Orders, and in any event strictly for the Account Holder's internal business purposes; and

**4.1.2** perpetual, exclusive, non-transferable, non-sub-licensable right to use the Bespoke Software,

**4.1.2.1** except that the Account Holder shall be permitted to grant a sub-licence for Platform Users to use the Bespoke Software solely and only to the extent required for such Platform Users to access and be provided with any Solution(s) and related services that the Account Holder has purchased in accordance with the Master Agreement, these Service Module Terms and any other applicable Service Modules and/or Orders, and in any event strictly for the Platform User's internal business purposes; and

**4.1.2.2** provided always that:

- (a) the scope of "use" of the Bespoke Software under this clause 4.1.2 shall be restricted to use of the Bespoke Software in object code form for the normal business purposes of the Account Holder and/or any Platform User (as applicable); and
- (b) upon termination or expiry of the Master Agreement, these Service Module Terms and/or any Order to which this licence relates, such licence will automatically terminate to the extent that the Bespoke Software uses, relies upon or interacts in any way with API or any other software that is proprietary to Thomas and the Account Holder shall no longer be licensed to use such Bespoke Software which is affected in this way.

**4.2** Unless and to the extent expressly permitted by

Thomas in writing, the Account Holder shall not and shall ensure that Platform Users shall not:

**4.2.1** sub-licence, rent, lend, assign or transfer in any other way the Integration Services to any person;

**4.2.2** give access to the Integration Software through any network of computers to users who are not employees or agents of the Account Holder;

**4.2.3** make adaptations or variations of the Integration Software; or

**4.2.4** disassemble, decompile, reverse translate or in other manner decode the Integration Software except as permitted by law.

## 5. THIRD PARTY SOFTWARE

**5.1** The Account Holder shall comply with any Third Party Software licences and shall indemnify and hold Thomas harmless against any loss or damage which it may suffer or incur as a result of the Account Holder's breach of such terms howsoever arising.

**5.2** Thomas may treat the Account Holder's breach of any Third Party Software licence as a breach of these Service Module Terms.

**5.3** Thomas shall provide the Account Holder with any Third Party Software under the standard licence terms provided by the relevant third parties, copies of which shall be provided to the Account Holder, and the Account Holder agrees to be bound to the relevant third parties by such licence terms.

## 6. LIABILITY AND INDEMNIFICATION

**6.1** In addition and without prejudice to clause 14 (Indemnification) of the Master Agreement, the Account Holder will indemnify and hold Thomas harmless against any loss or damage which it may suffer or incur as a result of the Account Holder's breach of clause 4 above.

**6.2** In addition and without prejudice to clause 15 (Limitation of Liability) of the Master Agreement, Thomas shall not be liable in any circumstances for any losses (including indirect or consequential loss or damage) arising directly or indirectly out of:

**6.2.1** the incompatibility or failure of the Account Holder Environment with or in relation to the Integration Services and/or the Integration Software, and/or the provision or use of any of Thomas' operational systems; and/or

**6.2.2** the use or misuse by the Account Holder of the Account Holder Environment or any Integration Software.

## 7. ACCEPTANCE TESTS AND ACCEPTANCE

**7.1** The Account Holder acknowledges and agrees that the agreed Acceptance Tests for each Integration Project must be carried out before the Account Holder is permitted to independently utilise the finalised Integration Services (including any Integration Software) within its Account Holder Environment.

**7.2** The agreed Acceptance Tests for each part of the Integration Project shall be carried out as soon as reasonably possible after the relevant Integration Services have been completed (including the provision of any Integration Software). To the extent the Acceptance Tests are conducted by Thomas, Thomas will:

**7.2.1** run such Acceptance Tests during its normal working hours;

**7.2.2** endeavour to give the Account Holder advance notice of the start of the Acceptance Tests where practicable to do so; and

**7.2.3** permit the Account Holder to observe all or any part of the Acceptance Testing.

**7.3** If any Integration Services fail to pass the Acceptance Tests, the Account Holder shall, within five (5) days from the completion of the Acceptance Tests or any part of the Acceptance Tests, provide a written notice to Thomas to this effect, giving details of such failure(s). Thomas shall use reasonable endeavours remedy the defects and deficiencies for which it is responsible for in accordance with the relevant Integration Project and the relevant Acceptance Test(s) shall be repeated within a reasonable time.

**7.4** Acceptance of the Integration Project shall be deemed to have occurred on the expiry of five (5) days after the completion of all Acceptance Tests relating to the applicable Integration Services (including any Integration Software), unless the Account Holder has given written notice under clause 7.3.

## 8. MAINTENANCE AND SUPPORT

**8.1** Should Thomas agree to provide any Maintenance or Support as part of an Integration Project, the Account Holder shall not, without Thomas' prior written approval, allow any person other than a representative of Thomas to modify, repair or maintain any part of the Integration Software.

**8.2** The Account Holder shall co-operate with Thomas in any manner reasonably required by Thomas in order to carry out Maintenance or Support, including the provision of information and data, and making available suitably qualified employees and contractors to Thomas. This clause 8.2 shall be subject to Thomas complying with the Account Holder's

normal security requirements.

**8.3** Unless otherwise agreed in an Integration Project, the Account Holder will:

**8.3.1** not be entitled to any support in respect of the Integration Services (including any Integration Software); and

**8.3.2** be responsible for providing all support and technical assistance to end users of its own applications and systems, including but not limited to any applicable Integration Software.

## 9. USE OF THE INTEGRATION SERVICES

**9.1** The Account Holder shall not (and shall ensure that third parties acting on its behalf shall not) use the Integration Services (including any Integration Software) in a manner which (in Thomas' reasonable opinion) constitutes excessive or abusive usage or otherwise fails to comply or is inconsistent with:

**9.1.1** any reasonable instructions provided by Thomas from time to time;

**9.1.2** the standards expected of an Account Holder; and/or

**9.1.3** the Technical Annex.

**9.2** The Account Holder shall be responsible for having and maintaining an appropriate Account Holder Environment that is suitable to receive the benefit of the Integration Services (including any Integration Software) and obtaining any licenses for any third party software required for Thomas to access and use that Account Holder Environment for the purpose of implementing an Integration Project.

## 10. UPDATES

**10.1** The Account Holder acknowledges and agrees that Thomas may update or modify any component of Integration Software from time to time at its sole discretion (each an **"Update"**), and may require the Account Holder to obtain and use the most recent version of such component accordingly.

**10.2** The Account Holder is required to make any changes to the Account Holder Environment as may be required for use of the Integration Services (including any Integration Software) as a result of an Update.

**10.3** Continued use of the relevant component of Integration Software following an Update constitutes binding acceptance by the Account Holder of the applicable Update.

## **11. TERMINATION AND CANCELLATION**

**11.1** For the avoidance of doubt, except as may be permitted under clause 16.2 (Termination) of the Master Agreement and clause 11.2 of these Service Module Terms, the Account Holder is not permitted to terminate these Service Module Terms or any Order for Integration Services (including any Integration Project).

**11.2** If the Account Holder cancels an Order for Integration Services (including any Integration Project) after the agreed start date of the Integration Project, the Account Holder will remain liable to pay to Thomas the full Fees pertaining to the relevant Order for such Integration Services.

## **12. FEES**

**12.1** The Fees for the Integration Services shall be calculated on a per Integration Project basis and as set out in the relevant Order.