

Terms and conditions - 2018

BACKGROUND

The Client is of the opinion that MOR Solutions Limited has the necessary qualifications, experience and abilities to provide services to the Client.

MOR Solutions Limited is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

In consideration of the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and MOR Solutions Limited (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

SERVICES PROVIDED

The Client hereby agrees to engage MOR Solutions Limited to provide the Client with the following services (the "Services"):

Provide access to SwimSoft Online course management software, and where agreed, My Lessons and Lesson Manager web applications.

The Services will also include any other tasks which the Parties may agree on. MOR Solutions Limited hereby agrees to provide such Services to the Client.

TERM OF AGREEMENT

The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until the agreed date, subject to earlier termination as provided in this Agreement. The Term of this Agreement may be extended with the written consent of the Parties. At the end of the agreed term, the agreement will be automatically renewed for a further 12 months (unless a longer time period has been agreed), and supporting documents and an

invoice will be sent to you. Should you not wish to continue the agreement, notice should be given a minimum of four weeks ahead of the renewal date, in writing.

PERFORMANCE

The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

CURRENCY

Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in GBP.

PAYMENT

MOR Solutions Limited will charge the Client for the Services as follows (the "Payment"):

The client will pay the annual software fee for agreed term. The clients swimmer count will be reviewed 12 months from commencement of contract, and the relevant fee charged for the following agreed term.

(Please note that all amounts are exclusive of VAT and that Invoices submitted by MOR Solutions Limited to the Client are due within 30 days)

The client will also pay the agreed amount (plus VAT) per hour for time provided in relation to support or training outside of this agreement, or for any bespoke development work.

Should the client wish to use the direct debit system, or text messaging, these will be charged on a pay as you use basis through the software, as per the pre sales proposal.

In the event that this Agreement is terminated by the Client prior to completion of the Services but where the Services have been partially performed, MOR Solutions Limited will be entitled to pro rata Payment to the date of termination provided that there has been no breach of contract on the part of the MOR Solutions Limited.

REIMBURSEMENT OF EXPENSES

MOR Solutions Limited will be reimbursed from time to time for reasonable and necessary expenses incurred by the company in connection with providing the Services.

All expenses must be pre-approved by the Client.

CONFIDENTIALITY - GDPR

Confidential information (the "Confidential Information") refers to any data or information relating to the Client, whether business or personal, which would reasonably be considered to be private or proprietary to the Client and that is not generally known and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.

MOR Solutions Limited agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any confidential information which MOR Solutions Limited has obtained, unless authorised by the Client or required by law. The obligations of confidentiality will apply during the term of this Agreement and will survive indefinitely upon termination of this Agreement.

All written and oral information and material disclosed or provided by the Client to MOR Solutions Limited under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to MOR Solutions Limited .

DATA PROTECTION

MOR Solutions Limited will take all reasonable steps to ensure client data is protected. Data is stored in secure data centres managed by 1 & 1, which are located in Germany and the UK. Data is transmitted to and from these data centres using SSL technology. Access to SwimSoft Online is via a secure three stage log in process and password and log in information is only ever issued to the account administrator on request by email once verbal security measures

have been passed. MOR Solutions Limited also use Cloud services, servers running RAID and perform daily backups.

MOR Solutions Ltd provide web applications. Access to these systems is via secure login and are provided in the format of web pages designed to be viewed on mobile devices. No data is stored on the device and in the event of loss or theft of a device, a users log in can be terminated by the system administrator in a matter of seconds or on request by MOR Solutions Limited, as an extra precaution.

The Client is responsible for user logins and must take the necessary steps to ensure passwords created and issued to staff are both unique and robust. Passwords must not be shared by users. User access to the system is the responsibility of the Client.

DATA DESTRUCTION.

Data will be held for a maximum of 7 years or the time period defined by the law as it stands at the point of destruction. Backup data is the sole property of the Client and will not be used or reinstated to a live status other than under the instruction or permission of the Client.

OWNERSHIP OF INTELLECTUAL PROPERTY

All intellectual property and related material (the "Intellectual Property") that is developed or produced under this Agreement, will be the property of the MOR Solutions Limited. The Client is granted a non-exclusive limited-use license of this Intellectual Property.

Title, copyright, intellectual property rights and distribution rights of the Intellectual Property remain exclusively with MOR Solutions Limited.

RETURN OF PROPERTY

Upon the expiry or termination of this Agreement, MOR Solutions Limited will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

CAPACITY/INDEPENDENCE OF MOR SOLUTIONS LIMITED

In providing the Services under this Agreement it is expressly agreed that MOR Solutions Limited is acting as an independent company and not as an employee. MOR Solutions Limited and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

NOTICE

All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

**MOR Solutions Ltd
44 Basepoint
Caxton Close
Andover
Hampshire SP10 3FG**

or to such other address as either Party may from time to time notify the other.

INDEMNIFICATION

Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

MODIFICATION OF AGREEMENT

Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorised representative of each Party.

TIME OF THE ESSENCE

Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

ASSIGNMENT

MOR Solutions Limited will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

ENTIRE AGREEMENT

It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

ENUREMENT

This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

TITLES/HEADINGS

Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

GENDER

Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

GOVERNING LAW

This Agreement will be governed by and construed in accordance with the laws of England.

SEVERABILITY

In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

WAIVER

The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.