

THIS MASTER SUBSCRIPTION SERVICE AGREEMENT (MSSA) (agreement) is valid for customers who purchased **AutomatePro** prior to 23 January 2026.

Parties

1. **AutomatePro Ltd** incorporated and registered in England and Wales with company number 08645759 whose registered office is at 4th Floor, Rex House 4-12 Regent Street London SW1Y 4RG (Supplier).
2. **Customer organisation** (Customer)

Background

1. The Supplier has developed certain software applications and platforms which it makes available to subscribers as a service on a pay-per-use basis for the purpose of providing an automated testing solution for the service called “ServiceNow” (**the ServiceNow Service**) provided by ServiceNow Nederland B.V. (**ServiceNow**).
2. The Supplier sells its service directly and via its authorised resellers (each a **Reseller**). Where the service is resold by a Reseller this agreement shall apply to the provision of the service but the Customer’s agreement with the Reseller (**Reseller Agreement**) shall apply as to the price and payment terms for the service save to the extent expressly provided otherwise in this agreement.
3. The Customer wishes to use the Supplier’s service in its business operations.
4. The Supplier has agreed to provide and the Customer has agreed to take and pay for the Supplier’s service subject to the terms and conditions of this agreement, the Reseller Agreement (where applicable) and on the basis of the applicable Service Authorisation.

Agreed terms

1. Interpretation

1.1 The definitions (including those above and below) and rules of interpretation in this clause apply in this agreement.

Authorised Users: those employees, agents and independent contractors of the Customer who are authorised by the Customer to use the Services and the Documentation, as further described in clause 2.2(d) and the applicable Service Authorisation.

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Confidential Information: information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 11.

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

Documentation: the documentation made available to the Customer by the Supplier from time to time including via the Supplier’s website which sets out a description of the Services and the user instructions for the Services (User Guide). A copy of the documentation applicable at the Effective Date forms part of or is referred to in Schedule 1.

Effective Date: the date of this agreement or as otherwise set out in the applicable Service Authorisation.

Initial Subscription Term: the initial term of this agreement as set out in the applicable Service Authorisation

Normal Business Hours: 9.00 am to 5.00 pm local UK time, each Business Day.

Renewal Period: the period described in clause 14.1.

Service Authorisation: a service use authorisation under this agreement in the form set out in Schedule 2 agreed between the Customer and the Supplier detailing the applicable use and pricing terms for the Services and which, where the Services are being bought from a Reseller, will be supplied by the Reseller to the Customer.

Services: the subscription services provided by the Supplier to the Customer under this agreement, as more particularly described in the Documentation.

Software: the software applications including all code provided by the Supplier as part of the Services.

Subscription Fees: the subscription fees payable by the Customer to the Supplier or its Reseller as the case may be for the User Subscriptions agreed in either the Service Authorisation or the Reseller Agreement.

Subscription Term: has the meaning given in clause 14.1 (being the Initial Subscription Term together with

any subsequent Renewal Periods).

Support Services Policy: the Supplier's policy for providing support in relation to the Services as may be notified to the Customer from time to time. A copy of the Supplier's support services policy applicable at the Effective Date forms part of Schedule 1 under the heading "Support".

User Guide: the Supplier's instructions for use of the Services from time to time, forming part of the Documentation.

User Subscriptions: the user subscriptions documented in the Service Authorisation and purchased by the Customer pursuant to clause 9.1 or to its agreement with a Reseller which entitle Authorised Users to access and use the Services and the Documentation in accordance with this agreement.

Virus: any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

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

1.3 A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns.

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

1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.7 A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this agreement.

1.8 A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this agreement under that statute or statutory provision.

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

1.10 References to clauses and schedules are to the clauses and schedules of this agreement; references to paragraphs are to paragraphs of the relevant schedule to this agreement.

1.11 The schedules form part of this agreement.

1.12 In the event of any conflict or inconsistency between the terms of this agreement and any Service Authorisation the terms of the Service Authorisation shall prevail.

2. User subscriptions

2.1 Subject to the Customer purchasing the User Subscriptions in accordance with clause 3 and clause 9.1, the restrictions set out in this clause 2 and the other terms and conditions of this agreement and the applicable Service Authorisation, the Supplier hereby grants to the Customer a non-exclusive, non-transferable right to permit the Authorised Users to use the Services and the Documentation during the Subscription Term solely for the Customer's internal business operations.

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

(a) the maximum number of Authorised Users that it authorises to access and use the Services and the Documentation shall not exceed the number of User Subscriptions it has purchased from time to time and as otherwise described in the Service Authorisation;

(b) it shall maintain a written, up to date list of the number of Authorised Users and provide such list to the Supplier within 30 Business Days of the Supplier's written request at any time or times. The Customer will in any event keep the Supplier regularly updated as to the number of Authorised Users in order to ensure additional User Subscriptions are purchased as appropriate;

(c) it shall permit the Supplier to audit the Services in order to establish the number of Authorised Users and User Subscriptions. Such audit may be conducted no more than once per quarter, at the Supplier's expense, and this right shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with the Customer's normal conduct of business; and

(d) if the audit referred to in clause 2.2(c) reveals that the Customer has underpaid Subscription Fees to the Supplier or Reseller as the case may be, then without prejudice to the Supplier's other rights, the Customer shall pay to the Supplier or Reseller as applicable an amount equal to such underpayment within 10 Business Days of the date of the relevant audit.

2.3 The Customer shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services that:(a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
(b) facilitates illegal activity;
(c) depicts sexually explicit images;
(d) promotes unlawful violence;
(e) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
(f) in a manner that is otherwise illegal or causes damage or injury to any person or property;and the Supplier reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's access to any material that breaches the provisions of this clause.

2.4 The Customer shall not:

- (a) except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties:
 - (i) and except to the extent expressly permitted under this agreement, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means; or
 - (ii) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or
- (b) access all or any part of the Services and Documentation in order to build a product or service which competes with the Services and/or the Documentation; or
- (c) use the Services and/or Documentation to provide services to third parties; or
- (d) subject to clause 22.1, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Documentation available to any third party except the Authorised Users; or
- (e) attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation, other than as provided under this clause 2; or
- (f) use the Software on any machine not operated by and under the control of the Customer.

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

2.6 The rights provided under this clause 2 are granted to the Customer only, and shall not be considered granted to any subsidiary or holding company of the Customer. Use of the Services within the Customer's group will require the agreement of additional Service Authorisations between the relevant Customer group member and the Supplier and the payment of additional Subscription Fees and will take effect subject to the provisions of this agreement.

3. Additional user subscriptions

3.1 The Customer may, from time to time during any Subscription Term, purchase additional User Subscriptions in excess of the number set out in the initial Service Authorisation and upon payment of such additional User Subscriptions and agreement of the additional Service Authorisation the Supplier shall grant access to the Services and the Documentation to such additional Authorised Users in accordance with the provisions of this agreement.

4. Services

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

4.2 The Supplier shall use commercially reasonable endeavours to make the Services available 24 hours a day, seven days a week, except for:(a) planned maintenance carried out during the maintenance window of 10.00 pm to 2.00 am UK time or such other planned maintenance window in effect from time to time as the Supplier shall notify the Customer; and

(b) unscheduled maintenance performed outside Normal Business Hours, provided that the Supplier has (save in the case of emergencies) used reasonable endeavours to give the Customer at least 6 Normal Business Hours' notice in advance.

4.3 The Supplier will, as part of the Services and at no additional cost to the Customer, provide the Customer with the Supplier's standard customer support services during Normal Business Hours in accordance with the Supplier's Support Services Policy in effect at the time that the Services are provided. The Supplier may amend

the Support Services Policy in its sole and absolute discretion from time to time. The Customer may purchase enhanced support services separately.

5. Customer data

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

5.2 The Supplier shall follow its archiving and security procedures and policies for Customer Data in accordance with good industry practice. In the event of any loss or damage to Customer Data within the reasonable control of the Supplier, the Supplier will use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by the Supplier in accordance with its archiving procedures.

5.3 If the Supplier 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 the Supplier shall be a data processor and in any such case:

- (a) the Customer acknowledges and agrees that unless the parties otherwise expressly agree in writing the personal data may be transferred or stored outside the EEA or the country where the Customer and the Authorised Users are located in order to carry out the Services and the Supplier's other obligations under this agreement;
- (b) the Customer shall ensure that the Customer is entitled to transfer the relevant personal data to the Supplier so that the Supplier may lawfully use, process and transfer the personal data in accordance with this agreement on the Customer's behalf;
- (c) the Customer shall ensure that all relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data protection legislation;
- (d) the Supplier shall process the personal data only in accordance with the terms of this agreement and any lawful instructions reasonably given by the Customer from time to time;
- (e) the Supplier shall take appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data or its accidental loss, destruction or damage; and
- (f) where required to do so by the Customer the Supplier shall enter into any model clauses under EU law and/or any other legal arrangements reasonably required by the Customer to enable the Customer to comply with data protection laws applicable to it from time to time in relation to the Supplier's provision of the Services to it (Additional DP Requirements). Where the Supplier's compliance with the Additional DP Requirements shall materially increase the Supplier's costs in providing the Services the Supplier in consultation with the Customer shall be entitled to make a reasonable additional charge to cover such costs.

6. Third party providers

The Customer acknowledges that the Services may enable or assist it to access and/or use the ServiceNow Service and other third party services (including services provided by or on behalf of Resellers) (**Third Party Services**) or the Services may be supplemented by Third Party Services. The use and/or receipt of any Third Party Services is solely at the Customer's own risk. The Supplier makes no representation or commitment and shall have no liability or obligation whatsoever in relation to any Third Party Services. Any contract entered into and any transaction completed in relation to any Third Party Services is between the Customer and the relevant third party, and not the Supplier.

7. Supplier's obligations

7.1 The Supplier undertakes that the Services will be performed on a commercially reasonable efforts basis substantially in accordance with the Documentation and with reasonable skill and care.

7.2 The undertaking at clause 7.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to the Supplier's instructions or in breach of this agreement, or modification or alteration of the Services by any party other than the Supplier or the Supplier's duly authorised contractors or agents, in which case the Supplier is entitled to charge the Customer at its then current professional rates for any remedial work or support required as a result. If the Services do not conform with the foregoing undertaking, Supplier will, at its expense (or the Customer's expense where applicable), use reasonable commercial endeavours to correct any such non-conformance promptly, or to provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 7.1. Notwithstanding the foregoing, the Supplier:

- (a) does not warrant that the Customer's use of the Services will be uninterrupted or error-free; or that the Services, Documentation and/or the information obtained by the Customer through the Services will meet the

Customer's requirements; and

(b) is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

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

8. Customer's obligations.

The Customer shall:

(a) provide the Supplier with:

(i) all necessary co-operation in relation to this agreement; and

(ii) all necessary access to such information as may be required by the Supplier;

in order to provide the Services, including but not limited to Customer Data, security access information, system logs and configuration services to the extent reasonably required by the Supplier to provide the Services, subject always to clause 11;

(b) comply with all applicable laws and regulations with respect to its activities under or in connection with this agreement;

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

(d) ensure that the Authorised Users use the Services and the Documentation in accordance with the terms and conditions of this agreement and shall be responsible for any Authorised User's breach of this agreement;

(e) obtain and shall maintain all necessary licences, consents, and permissions necessary for its receipt and use of the Services and to use ServiceNow with the Services;

(f) ensure that its network and systems comply with the relevant specifications provided by the Supplier from time to time; and

(g) be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to the Supplier's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

9. Charges and payment

9.1 The Customer shall pay the Subscription Fees to the Supplier or where applicable its Reseller for the User Subscriptions in accordance with this clause 9 or as otherwise may be agreed with the Reseller. Except in the case of the sale of the Services via a Reseller (where the Customer will pay the Reseller directly as agreed with the Reseller):

(a) The Customer shall on or prior to the Effective Date provide to the Supplier valid, up-to-date and complete approved purchase order information acceptable to the Supplier and any other relevant valid, up-to-date and complete contact and billing details and, if the Customer provides

(i) its approved purchase order information to the Supplier, the Supplier shall invoice the Customer:

(A) on the Effective Date for the Subscription Fees payable in respect of the Initial Subscription Term; and

(B) subject to clause 14.1, at least 30 days prior to each anniversary of the Effective Date for the Subscription Fees payable in respect of the next Renewal Period,

and the Customer shall pay each invoice within 30 days after the date of such invoice.

(b) If the Supplier has not received payment within 30 days after the due date, and without prejudice to any other rights and remedies of the Supplier:

(i) the Supplier may, without liability to the Customer, disable the Customer's account and access to all or part of the Services and the Supplier shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and

(ii) interest shall accrue on a daily basis on such due amounts at an annual rate equal to 4% over the then current base lending rate of Santander (UK) from time to time, commencing on the due date and continuing until fully paid, whether before or after judgement.

(c) All amounts and fees stated or referred to in this agreement:

(i) shall be payable in pounds sterling;

(ii) are, subject to clause 13.4(b), non-cancellable and non-refundable; and

(iii) are exclusive of value added tax, which shall be added to the Supplier's invoice(s) at the appropriate rate.

9.2 The Customer shall maintain up to date bank account details for the Supplier. Any requests for changes in Supplier bank account details must be verified independently with the Supplier via a telephone or video call. The Customer should ensure the bank account changes requested are legitimate by validation of past transactions between the Supplier and Customer. If the aforementioned process is not adhered to, leading to a fraudulent payment being made to a bank account not associated with the Supplier, the Customer shall remain wholly and liable for the payment of the any outstanding fees under this agreement.

10. Proprietary rights

10.1 The Customer acknowledges and agrees that the Supplier and/or its licensors own all intellectual property rights in the Services and the Documentation. Except as and to the extent expressly stated herein, this agreement does not grant assign or transfer to the Customer any rights to, or in, patents, copyright, database right, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Services or the Documentation. The Supplier warrants:

(a) that it has all the rights in relation to the Services and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this agreement;

(b) that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this agreement including all necessary software licences and (c) that the Customer's receipt and use of the Services in accordance with this Agreement will not infringe any intellectual property rights of any third party. In the event of a breach of the foregoing warranty as the Customer's sole and exclusive right and remedy the Customer shall have the right to be indemnified by the Supplier in relation to any third party intellectual property claims under clause 12.

11. Confidentiality

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

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

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

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

(d) is independently developed by the receiving party, which independent development can be shown by written evidence; or

(e) is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.

11.2 Each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this agreement.

11.3 Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this agreement.

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

11.5 The Customer acknowledges that details of the Services, the Documentation and the Software constitute the Supplier's Confidential Information.

11.6 The Supplier acknowledges that the Customer Data, Customer's system logs, and Customer's security access information is the Confidential Information of the Customer.

11.7 No party shall make, or permit any person to make, any public announcement concerning this agreement without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

11.8 The above provisions of this clause 11 shall survive termination of this agreement, however arising.

12. Indemnity

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

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

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

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

12.2 The Supplier shall defend, indemnify, and hold harmless the Customer, its officers, directors and employees against any claim that the Services or Documentation infringes any patent, copyright, trade mark, database right or right of confidentiality, and shall indemnify the Customer for any amounts awarded against the Customer in judgement or settlement of such claims, provided that:

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

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

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

12.3 In the defence or settlement of any claim, the Supplier may procure the right for the Customer to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate this agreement on 30 Business Days' notice to the Customer.

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

(a) a modification of the Services or Documentation by anyone other than the Supplier; or

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

(c) the Customer's use of the Services or Documentation after notice of the alleged or actual infringement from the Supplier or any appropriate authority; or

(d) use of the Services in combination with ServiceNow or any other Third Party Services or third party products.

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

13. Limitation of liability

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

(a) arising under or in connection with this agreement;

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

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

13.2 Except as expressly and specifically provided in this agreement:

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

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

(c) the Services and the Documentation are provided to the Customer on an "as is" basis.

13.3 Nothing in this agreement excludes the liability of the Supplier:

(a) for death or personal injury caused by the Supplier's negligence; or

(b) for fraud or fraudulent misrepresentation; or

(c) for intellectual property claims indemnified against under clause 12, provided that the Supplier's aggregate liability for all such claims shall be limited to £one million.

13.4 Subject to clause 13.2 and clause 13.3:(a) the Supplier shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this agreement; and

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

13.6 Where the Services were sold by a Reseller to the Customer the Supplier shall not be liable to the Customer for any refund of sums paid by the Customer to the Reseller.

13.7 The provision of the Services to the Customer is subject to the Supplier being paid in full in advance for the Services either by the Customer or the Reseller.

14. Term and termination

14.1 This agreement shall, unless otherwise terminated as provided in this clause 14, commence on the Effective Date and shall continue for the Initial Subscription Term and, thereafter, this agreement shall be automatically renewed for successive periods of 12 months (each a **Renewal Period**), unless:

- (a) either party notifies the other party of termination, in writing, at least 30 days before the end of the Initial Subscription Term or any Renewal Period, in which case this agreement shall terminate upon the expiry of the applicable Initial Subscription Term or Renewal Period; or
- (b) otherwise terminated in accordance with the provisions of this agreement; and the Initial Subscription Term together with any subsequent Renewal Periods shall constitute the Subscription Term. The Supplier will contact the Customer 45 days prior to the end of the Initial Subscription term to give notice that the agreement will automatically renew.

14.2 Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:

- (a) the other party fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment;
- (b) the other party commits a material breach of any other term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
- (c) the other party repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;
- (d) other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
- (e) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (f) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (g) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party;
- (h) the holder of a qualifying floating charge over the assets of that other party has become entitled to appoint or has appointed an administrative receiver;
- (i) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- (j) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;
- (k) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 14.2(d) to clause 14.2(j) (inclusive); or
- (l) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;

14.3 On termination of this agreement for any reason:

- (a) all licences and rights granted under this agreement shall immediately terminate;
- (b) each party shall return and make no further use of any equipment, property, Confidential Information, Software, Documentation and other items (and all copies of them) belonging to the other party;
- (c) the Supplier may destroy or otherwise dispose of any of the Customer Data in its possession unless the Supplier receives, no later than ten days after the effective date of the termination of this agreement, a written request for the delivery to the Customer of the then most recent back-up of the Customer Data. The Supplier shall use reasonable commercial endeavours to deliver the back-up (if applicable) to the Customer within 30

days of its receipt of such a written request. The Customer shall pay all reasonable expenses incurred by the Supplier in returning or disposing of Customer Data; and

(d) any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination shall not be affected or prejudiced.

15. Force majeure

The Supplier shall have no liability to the Customer under this agreement if it is prevented from or delayed in performing its obligations under this agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that the Customer is notified of such an event and its expected duration.

16. Conflict

If there is an inconsistency between any of the provisions in the main body of this agreement and the Schedules, the provisions in the main body of this agreement shall prevail. This agreement shall prevail over any Reseller Agreement.

17. Variation

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

18. Waiver

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

19. Rights and remedies

Except as expressly provided in this agreement, the rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

20. Severance

20.1 If any provision (or part of a provision) of this agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

20.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

21. Entire agreement

21.1 This agreement, and any documents referred to in it, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.

21.2 Each of the parties acknowledges and agrees that in entering into this agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this agreement or not) relating to the subject matter of this agreement, other than as expressly set out in this agreement to the exclusion of all other terms and conditions, including (but not limited to) any Customer terms and conditions sent to the Supplier with any purchase order or other form of order acknowledgement or acceptance.

22. Assignment

22.1 The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.

22.2 The Supplier may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.

23. No partnership or agency

Nothing in this agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

24. Third party rights

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

25. Notices

25.1 Any notice required to be given under this agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its address set out in this agreement, or such other address as may have been notified by that party for such purposes, or sent by fax to the other party's fax number as set out in this agreement.

25.2 A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9 am on the first business day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post. A notice sent by fax shall be deemed to have been received at the time of transmission (as shown by the timed printout obtained by the sender).

26. Governing law

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 law of England and Wales.

27. Jurisdiction

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).

This MSSA has been entered into in the knowledge that it does not in any way authorise the use of AutomatePro. A completed Use Authorisation and Order form is required to authorise the use of AutomatePro.

Schedule 1

“AutomatePro” Service Description

Definitions

“AutomatePro” means the Controller Application and the Test Engine.

“Controller Application” is the AutomatePro ServiceNow software application provided by the Supplier as part of the AutomatePro subscription service to define tests, initiate automated test runs and review automated test results. Also called the AutomatePro Controller application (ACA),

“Test Engine” is the SaaS subscription service provided by the Supplier which automatically executes tests defined in the Controller application. Also called the AutomatePro Test Engine (ATE).

“Target Instance” is the Customer’s ServiceNow instance against which the Test Engine will execute the tests defined in the Controller Application. The Target instance is defined by the user in the Controller application.

“Update set” is the package provided to subscribers of the AutomatePro service, which installs the Controller application on a Customers’ Target Instance.

“User Task” is the name given in the Controller application to a test step, for example, ‘login as a user’ or ‘click on a button’.

“User Task Check” is the name given in the Controller Application to the verification of a User Task, for example, ‘check that a user is logged’ or ‘check that a button has been clicked’.

“Test Run” is the automated execution of a series of User Tasks and User Task Checks executed by the Test Engine.

“Support” is the support to be provided by the Supplier under the heading “Support” below.

“Defect” a problem which causes AutomatePro (as described below) not to substantially perform in accordance with the Supplier’s Documentation.

Service Overview

AutomatePro is an integrated automated testing solution for ServiceNow. It allows non-technical users to define, create and execute automated tests against a ServiceNow instance (the Target Instance). Results of tests are recorded and defects are automatically raised as appropriate in ServiceNow. Training guides can be automatically produced including screenshots of each step taken by the user.

AutomatePro is an integrated subscription based service made up of two constituent parts:

- AutomatePro Controller application (ACA)
- AutomatePro Test Engine (ATE)

Note: AutomatePro has been designed, and is intended to work with, ServiceNow modules provided through the standard ServiceNow user interface. The scope of the tests provided by AutomatePro is bounded by the available User Task actions and User Task Checks which are defined in the AutomatePro User Guide provided to the Customer, as updated by AutomatePro from time to time (defined as "AutomatePro User Guide"). The scope of the fields that are testable using AutomatePro are defined by those shown on the 'Supported' tab of the 'Test Bed' module which is provided as part of the AutomatePro Controller Application.

Custom applications built in or installed on ServiceNow using the standard ServiceNow configuration functionality and following ServiceNow developer best practice and guidance should work with AutomatePro, however due to the almost infinite number of ways ServiceNow applications can be developed and configured within ServiceNow, it is not possible to provide a guarantee that they will work with AutomatePro and no representations warranties or undertakings are given by the Supplier in this regard including without limitation in respect of any test results or in respect of any tests and fields outside the scope of the preceding paragraph.

Details of the Service

AutomatePro Controller Application

The AutomatePro Controller Application is an application developed by AutomatePro in ServiceNow. The Update Set containing the Controller Application is made available to subscribers (Customers) of the AutomatePro service (as well as maintenance patches and new feature updates as they become generally available to Customers as part of the Services).

The Customer installs the Controller Application on their own ServiceNow instance (for which they will have purchased a separate subscription from ServiceNow).

The Controller application provides a user interface whereby an Authorised User can create and maintain automated test scripts in the form of User Tasks and User Task Checks. The Authorised User specifies the Target Instance against which the test is to be run. The initiation of automated Test Runs and the results are controlled and made available in the Controller application.

When a Test Run is initiated from the Controller application, it triggers the automated test to be executed by the AutomatePro Test Engine. Before a Test Run is initiated, the Authorised User defines the ServiceNow Target Instance against which the tests should be run.

The Controller Application must not be altered or amended by the Customer in any way. If it is altered or amended or used in any way (other than as strictly necessary for its intended use in accordance with the Supplier's instructions and/or the AutomatePro User Guide – see below in "Support" for activities which fall outside the intended use), support for the service from AutomatePro will be invalidated (or rectified at the Customer's additional cost at professional service rates).

Support for the Controller Application is provided when the Controller Application is installed on a ServiceNow instance which is on a supported version of ServiceNow as defined by ServiceNow from time to time at http://wiki.servicenow.com/index.php?title=Supported_Versions#gsc.tab=0 or a subsequent address.

Support for the Controller Application is provided when the Controller Application is used on a supported version of Chrome and Firefox (supported versions are as published by the vendors of these browsers).

The Customer will install any patches and updates provided by the Supplier within 30 days of their provision by the Supplier.

AutomatePro Test Engine

The AutomatePro Test Engine is provided by AutomatePro as a SaaS service. When a Test Run is initiated by a user from the Controller Application, a request is sent to the Test Engine to execute the tests (consisting of the defined User Tasks and User Task Checks), as defined by the Authorised User in the Controller Application against the Target ServiceNow instance (as defined by the Authorised User in the Controller

Application). Standard terms are that number of test executions is unlimited, parallel test executions are assigned on a ratio of one to every four licensed users and the number of test environments is unlimited. Support for the Test Engine is provided when the Target Instance is on a supported version of ServiceNow as defined by ServiceNow from time to time

at http://wiki.servicenow.com/index.php?title=Supported_Versions#gsc.tab=0 or a subsequent address.

Tests are executed by the Test Engine on current supported versions of Chrome, Firefox and Internet Explorer (supported versions are as published by the vendors of these browsers). The Test Engine is hosted on a cloud service provider managed by AutomatePro as part of the service.

Support

The following support will be provided for the Subscription Service. This may be updated from time to time. The purpose of the Support is to resolve Defects as defined in the Definitions section. A resolution to a Defect may consist of a fix, workaround or other relief AutomatePro deems reasonable.

Support specifically excludes:

- implementation services
- configuration services
- integration services
- advice and guidance on the use of the Subscription Service
- population of the Subscription Service with data e.g. Business Scenarios, Test Scripts, Test Data etc.
- customisation services or other custom software development
- training
- providing advice, guidance or expertise on any xPath to be used for any ATP xPath action or check (use of xPaths requires specialist xPath knowledge and expertise; as such only persons experienced with using xPaths should attempt to use these xPath ATP Actions or Checks).
- de-bugging or resolving issues with any xPath entered by a user on any ATP xPath Action or Check (use of xPaths requires specialist xPath knowledge and expertise; as such only persons experienced with using xPaths should attempt to use these xPath ATP Actions or Checks).
- de-bugging or resolving issues with a process flow or customers standard or customized ServiceNow configuration
- assistance with administrative functions

Support is not required to provide resolutions for immaterial defects or defects due to modifications of the Subscription Service made by any person other than AutomatePro. Support will only be provided by the Supplier where the Customer's environment meets the requirements of this document and as otherwise notified by the Supplier to the Customer from time to time and where the Customer has installed any patches or updates provided by the Supplier. Where the Customer's environment does not meet these requirements or the Customer has caused the Defect or has failed to install any updates or patches, or where incident resolution effort is expended by AutomatePro as a result of customer defined xPaths, the Supplier is entitled to charge at its then current rates for any additional support required. In particular but without limitation:

The Customer must not amend the configuration of any configurable item provided with the Controller Application, specifically including Tables, List and Related List Views, Dictionary, Client Scripts, UI Policies, Business Rules, Data Policies, ACLs, Form Layouts (including which fields are hidden and shown) and Related Lists, UI Pages, Script Includes or any other ServiceNow configurable item within the scoped Controller Application provided to the Customer in any update set or patch/upgrade release provided by the Supplier.

In addition, the Customer must not create or amend data held in tables installed as part of the Controller Application, other than by using the Forms provided as part of the installed application and by following the User Guide instructions provided by the Supplier. This includes inserting or amending data using the edit function in List Views, the ServiceNow API, import sets or any other data insertion method.

Any Customer incident or Defect found to be caused by non-adherence to the above or where support is provided which is specifically excluded as defined above, this will not be covered by Support and will incur additional charges for both the diagnosis and rectification of the incident at the Supplier's then current Professional Services hourly rates.

AutomatePro is deemed a non-business critical system and the Support definition reflects this.

Support Hours

Support is available in Normal Business Hours.

Out of hours and weekend support is available on an ad-hoc basis and is at additional cost on a case by case basis.

Support Method

Customers may contact AutomatePro to gain Support by emailing support@automatepro.co.uk.

Where the service is sold through a reseller, optionally Support may be provided by an authorised reseller and where this is the case, the Customer shall contact the authorised reseller in accordance with its agreement with the reseller.

Incident Priority

Incident priority for a Defect is determined using the guidelines below (only where Support is provided by AutomatePro):

Priority Definition

P1 – Any defect that causes the Subscription Service to be unavailable.

P2 – Any defect that causes a critical function to fail.

P3 – Any defect that significantly impedes work or progress.

P4 – Any defect that does not significantly impede work or progress.

Response Times and Level of Effort

Customer submits an incident with AutomatePro or with AutomatePro's authorised reseller as directed by reseller (only where Support is provided by the reseller). All Support incidents are logged automatically by AutomatePro and an automated email will be returned confirming receipt of the incident.

AutomatePro or its authorized reseller, as applicable, will use reasonable efforts to meet the target response times stated in the table below (only where support is provided by AutomatePro) and will take the form of a phone call or personalised email from a support engineer.

Priority Target Response Times (within Normal Business Hours)

P1 – 30 minutes

P2 – 2 hours

P3 – 1 business day

P4 – N/A

Customer Responsibilities

Customer's obligations are as follows:

- (a) Customer agrees to receive from AutomatePro or its authorised reseller, as applicable, communications via email, phone or through a Support Portal regarding the Subscription Service.
- (b) Customer shall appoint no more than five (5) contacts ("Customer Authorized Contacts") to engage Customer Support for questions and/or technical issues.
 - (i) Only Customer Authorized Contacts are authorised to contact Support.
 - (ii) Customer must ensure that AutomatePro are advised of changes to Authorized Contacts.
 - (iii) Customer Authorized Contacts are trained on the use and administration of the Subscription Service.
 - (c) Customer shall cooperate to enable AutomatePro to deliver the Subscription Service and support for the service.
 - (d) Customer is solely responsible for the use of the Subscription Service by its authorized users.
 - (e) Customer is solely responsible for backing up any test data, results and any customer data relating to the use of AutomatePro.

Support Resources



- AutomatePro User Guide provided with training (and updated from time to time).
- Release Notes (following releases)

Professional Services

AutomatePro can provide at additional cost Professional Services for training and consultancy services on the use of the AutomatePro service.

This MSSA is subject to change from time to time. A printed copy should be retained if required.