



THIS AGREEMENT is dated 01 July 2025

BETWEEN: (1) Atamis Ltd, a company registered in England and Wales under number 6998952 whose registered office is at 20-22 Wenlock Road, London, England, N1 7GU ("Atamis" or "Company").

AND (2) The Insolvency Service, a company registered in England and Wales whose registered office is at 16th Floor, 1 Westfield Avenue, Stratford, London, E20 1HZ ("Customer").

RECITALS

(A) The Customer contracts upon these terms and conditions with Atamis for the provision of the Products and, where applicable, support of the Deliverables.

(B) Atamis shall provide the Products and any Services and Deliverables to the Customer subject to these terms and conditions.

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this condition apply in these terms and conditions (Conditions).

Classified Data: the enriched data that has been created from the Raw Data pursuant to the provision of the Services, and excludes the Deliverables.

Company: Atamis Ltd, at registered office address 20-22 Wenlock Road, London, England, N1 7GU.

Confidential Information: all confidential information (however recorded or preserved) which may come into the possession of a party as a result of or in connection with the Contract regarding a) the terms of the Contract; and/or b) any information that would be regarded as confidential by a reasonable business person relating to : i) the business, affairs, clients, suppliers and plans of the disclosing party; and/or ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party.

Contract: this agreement to deliver the Services and the Deliverables and the Customer's acceptance of it, or the Customer's acceptance of a quotation for Services by Atamis under condition 2.2.

Contract Term: 24 months effective from the date of Project Kick Off commencing on the 30th June 2025 for implementation with a go live date (for use of the system) from week commencing 15th September 2025.

Start Date: 2nd July 2025

Expiry Date: 1st July 2027

Extension Provision: 12-month extension provision taking the contract to 29th June 2028

Customer: The Insolvency Service, a company registered in England and Wales whose registered office is at 16th Floor, 1 Westfield Avenue, Stratford, London, E20 1HZ.

Customer's Equipment: any equipment, systems, cabling or facilities provided by the Customer and used directly or indirectly in the supply of the Services.

Deliverables: all Documents, products and materials developed at the request of the Customer by Atamis or its agents, subcontractors, consultants and employees in relation to the Services in any form, including computer programs, data, reports and specifications (including drafts).

Derivative Works: usage data (which contains no Confidential Information pertaining to the Customer) generated by the Products as a result of the Customer's use of the Services and the Products, which is to be used by Atamis to provide the Services and for contributing towards national average and benchmarking information used by the Company where no confidentiality obligations to the Customer are infringed.

Document: includes, without limitation, in addition to any document in writing, any drawing, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form.

Fees: the fees payable by the Customer to Atamis in consideration of the provision of the Services and the grant of the licence to use the Deliverables and the Products, and as specified in the Deliverables and Fees Schedule of this Contract.

Intellectual Property Rights: all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Losses: any and all losses, costs, damages, fines, penalties, settlement payments, awards, expenses and other charges incurred by a party.

Order: the written order provided by the Customer to Atamis to procure the Deliverables and the Services in accordance with these Conditions, and may take the form of a) a purchase order from the Customer that references the Contract, or b) acceptance of the Contract.

Pre-existing Materials: all Documents, information and materials provided by Atamis relating to the Services which existed prior to the commencement of the Contract.

Services: the services to be provided by Atamis under the Contract as set out in the Services Schedule appended to this Contract together with any other services which Atamis provides, or agrees to provide, to the Customer, as confirmed in writing by the Customer.

Products: the software application and other software tools provided by Atamis or its subcontractors that facilitate access to and analysis of the Deliverables.

Project Kick Off: The date the Services commence as agreed by the parties in writing.

Raw Data: all data provided by the Customer to Atamis in connection with the Services.

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

1.2 Headings in these Conditions shall not affect their interpretation.

1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.4 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

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

1.6 Any obligation in the Contract on a person not to do something includes, without limitation, an obligation not to agree, allow, permit or acquiesce in that thing being done.

2. APPLICATION OF CONDITIONS

2.1 These Conditions shall: (a) apply to and be incorporated into the Contract; and (b) prevail over any inconsistent terms or conditions contained, or referred to, confirmation of order, acceptance of a quotation, or specification or other Document supplied by the Customer, or implied by law, trade custom, practice or course of dealing.

2.2 The Customer's written acceptance of this Contract for Services by Atamis, constitutes an offer by the Customer to purchase the Services on these Conditions. No offer placed by the Customer shall be accepted by Atamis other than: (a) by a written acknowledgement issued and executed by Atamis; or (b) (if earlier) by Atamis starting to provide the Services, when a contract for the supply and purchase of the Services on these Conditions will be established. The Customer's standard terms and conditions (if any) attached to, enclosed with or referred to in any purchase order or other Document shall not govern the Contract.

2.3 Quotations are given by Atamis on the basis that no Contract shall come into existence except in accordance with condition 2.2. Any quotation is valid for a period of 30 days from its date, provided that Atamis has not previously withdrawn it.

3. INTELLECTUAL PROPERTY RIGHTS

3.1 The Customer warrants and represents to Atamis that:

3.1.1 it has the authority to provide the Raw Data and to grant the licence to Atamis in respect of the Raw Data pursuant to Condition 5; and

3.3.2 the use of the Raw Data by Atamis in accordance with the Contract will not violate any applicable law or regulation and will not constitute an infringement or other violation of any Intellectual Property Right of any third party.

3.2 Subject to the licence granted under Condition 5 (Customer's Obligations), no Intellectual Property Rights in the Raw Data shall transfer to Atamis under the Contract. Atamis will not use any of Customer's trade names, trademarks, service marks or copyrighted materials, or otherwise identify the Customer, in listings or advertising in any manner without the prior written approval of the Customer.

3.3 Atamis warrants and represents to the Customer that:

3.3.1 Atamis is the owner or authorised licensee of all Intellectual Property Rights in the Deliverables and the Products;

3.3.2 Atamis has the full authority to grant licence to the Customer in respect of the Deliverables and the Products pursuant to Condition 4; and

3.3.3 the Customer's use of the Product and the Deliverables in accordance with the Contract will not violate any applicable law or regulation and will not constitute an infringement or other violation of any Intellectual Property Right of any third party.

3.4 Subject to the licence granted under Condition 4 (Licence to use the Deliverables and the Products), no Intellectual Property Rights in the Deliverables and the Products shall transfer to the Customer under the Contract. All Intellectual Property Rights in any Derivative Works created under the Contract shall be owned by Atamis, and the Customer will take all reasonable steps necessary to cause such rights to vest with Atamis. Atamis' rights in the Derivative Works does not extend to any Raw Data from which the Derivative Works may have been generated from. Except as expressly stated otherwise under this Contract, this Agreement does not grant a party any right to, under or in, any intellectual property rights (whether registered or unregistered) of the other party.

3.5 The Deliverables are proprietary to Atamis and comprise a) the works of original authorship, including compiled information containing Atamis's selection, arrangement, co-ordination and expression of such information or pre-existing material that Atamis has created, gathered or assembled, b) confidential and trade secret information, and c) information that Atamis has created, developed and maintained at great expense of time and money, such that misappropriation or unauthorised use by others for commercial gain would unfairly or irreparably harm Atamis. Accordingly:

3.5.1 the Customer will not commit, and will not authorise any of its employees, agents or sub-contractors to commit any act or omission that would impair the Intellectual Property Rights of Atamis in the Deliverables;

3.5.2 the Customer will not use any of Atamis's trade names, trademarks, service marks or copyrighted materials, or otherwise identify Atamis, in listings or advertising in any manner without the prior written approval of Atamis; and

3.5.3 the Customer will reproduce Atamis's copyright notice and proprietary rights legend on all authorised copies of the Deliverables which are to be disclosed to third parties in accordance with Condition 4 (Company's Obligations).

4. COMPANY'S OBLIGATIONS

4.1 Atamis shall use reasonable endeavours to manage or provide the Services, and to deliver the Deliverables to the Customer.

4.2 In consideration of the applicable Fees to Atamis by the Customer, Atamis hereby grants to the Customer a non-exclusive, non-transferable, revocable licence to use the Deliverables and the Products for the Term subject to the terms of the Contract.

4.3 Atamis shall use reasonable endeavours to meet any performance or implementation milestones specified in the Services. The Parties acknowledge that the achievement of such milestones is dependent on the timely completion of the Authority's responsibilities and inputs. Atamis will work collaboratively with the Authority to meet the agreed timescales.

4.4 Atamis shall not, without the prior written consent of the Customer, at any time from the date of the Contract to the expiry of 12 months after the termination of the Contract, solicit or entice away from the Customer or employ (or attempt to employ) any person who is, or has been, engaged as an employee, consultant or subcontractor of the Customer.

5. CUSTOMER'S OBLIGATIONS

5.1 The Customer shall provide the Raw Data to Atamis, in a timely manner, and ensure that it is accurate in all material respects;

5.2 The Customer hereby grants to Atamis a royalty-free, non-exclusive licence for the duration of the Contract to use and copy the Raw Data to create Derivative Works solely for the purposes contemplated under the Contract. Atamis shall be permitted to use Derivative Data in perpetuity for the purposes contemplated under the Contract.

5.3 The Customer hereby grants to Atamis a perpetual, royalty-free, non-exclusive licence to use, copy, and create Derivative Works of the Classified Data solely for the purposes of providing the Services to the Customer, fulfilling reporting and data requirements, and undertaking benchmarking and performance analysis to improve service quality. This licence is subject to the restrictions set out in Condition 7 (Confidentiality) and does not permit disclosure of the Customer's Classified Data to third parties in a form that identifies the Customer or discloses commercially or operationally sensitive information.

5.4 The Customer shall not, without the prior written consent of Atamis, at any time from the date of the Contract to the expiry of 12 months after the termination of the Contract, solicit or entice away from Atamis or employ (or attempt to employ) any person who is, or has been, engaged as an employee, consultant or subcontractor of Atamis in the provision of the Services, where the Customer has been in direct contact with such individual or entity in connection with the provision of the Services. The foregoing restriction shall not apply to recruitment or engagement of such individual or entity resulting from the Customer's general advertising or public recruitment campaigns that are not specifically targeted at such individuals or entities.

5.5 The Products are hosted and delivered on a platform called Force.com which is provided by Salesforce.com (SFDC). The Customer agrees to abide by the conditions outlined in Schedule 1: SFDC Service Terms of Use.

5.6 Licences automatically renew 30 days before the anniversary of the date they were ordered. The Customer agrees to give at least 60 days written notice of any Licences that are NOT to be renewed on the anniversary of the date they were ordered provided the anniversary date is within the contract period detailed in the Services.

5.7 The Customer will confirm 3 months prior to the end of the Contract Term in the event of not opting to renew upon the anniversary date of the original Contract.

6 CHARGES AND PAYMENT

6.1 In consideration of the provision of the Products and Services by Atamis, the Customer shall pay the charges as set out in the Deliverables and Fees Schedule in advance which will comprise Management Charges and/or User Licences. User Licences and User Licence Upgrades are valid for a period of 12 months from the date they are ordered, cannot be refunded on a pro-rata basis and are transferable between users at any time.

6.2 The Customer shall pay each valid invoice submitted to it by Atamis, in full and in cleared funds, within 30 days of receipt to a bank account nominated in writing by Atamis.

6.3 Without prejudice to any other right or remedy that it may have, if the Customer fails to pay Atamis any undisputed amount within 7 days of on the due date of that amount, Atamis may: (a) charge interest on such sum from the due date for payment at the annual rate of 4% above the base lending rate from time to time of HSBC, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgement and the Customer shall pay the interest immediately on demand. Atamis may claim interest under the Late Payment of Commercial Debts (Interest) Act 1998; and (b) suspend all Services until payment has been made in full.

6.4 Without prejudice to clause 6.3 or any other right or remedy Atamis may have, if the Customer fails to pay any undisputed amount due under this Agreement within 7 days of Atamis serving written notice on the Customer specifying the overdue amount and requiring payment within such period, Atamis shall have the right to terminate this Agreement with immediate effect by giving written notice to the Customer.

7 CONFIDENTIALITY

7.1 Each party shall, and shall procure that its employees shall, keep secret and confidential all Confidential Information of the other party. Each party undertakes not to disclose the other's Confidential Information to any third party without the other party's written consent, other than its responsible employees to whom disclosure is in good faith necessary for the proper performance of their duties in connection with the Contract and then provided that such party ensures that its employees are aware of and comply with these confidentiality obligations.

7.2 The obligations of confidentiality under Condition 7.1, shall not apply to any Confidential Information which:

7.2.1 was known to the recipient before its receipt from the disclosing party; or

7.2.2 is lawfully in the public domain or possession of a third party other than by reason of a breach of a confidentiality obligation; or

7.2.3 is independently developed without access to the other party's Confidential Information; or

7.2.4 is authorised for release by the written consent of the disclosing party.

8 LIMITATION OF LIABILITY

8.1 Nothing in these Terms excludes or limits the liability of either party (including, without limitation, their employees, agents and subcontractors) for

- a) death or personal injury caused by its negligence;
- b) breach of any obligation as to title implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
- c) fraud or fraudulent misrepresentation.

8.2 If Atamis fails to provide the Services in accordance with the Contract, during the implementation or onboarding phase, Atamis sole liability to the Customer shall be to either:

- (a) promptly provide remedial Services to bring performance in line with the Contract; or
- (b) where in Atamis' reasonable discretion it is not practicable to provide remedial Services, refund to the Customer a fair and reasonable proportion of any Fees already paid in respect of the affected part of the Services, calculated on a pro rata basis for the period during which the Services were materially non-compliant.

Any such refund or remedial action shall be subject to the Customer having fulfilled its own obligations under the Contract, including any responsibilities required to enable implementation or onboarding to proceed.

8.3 Subject to Condition 8.1, the aggregate liability of either party to the other under or in connection with the Contract, whether arising from tort (including negligence), breach of contract or otherwise, shall in no event exceed 100% of contract value in that year of the term.

8.4 Subject to Condition 8.1, where the fault is identified to not be as a result of either party, neither party shall be liable for any loss of profits, business or goodwill, loss of data, interruption of business or any type of special, indirect or consequential loss, even if such loss was reasonably foreseeable or such party has been advised of the possibility of incurring the same.

9 DATA PROTECTION

TIS0815 Provision of E-Procurement System

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Commented [JL1]: Not sure we can accept this in its current format. It appears to be limiting liability for data losses which are as a result of Atamis where they occur and does not really align with Section 9.

Commented [JO2R1]: Please make a suggestion on acceptable wording or structure on this. We are looking to protect against issues where some aspects of data loss may be unidentified, for example a supplier submitting data within a tender response and due to some form of error outside of our control there occur some form of data loss.

If you want this to be more specifically related to Section 9 then it could be refined to refer to Personal Data pertaining to the Customer's Raw Data as referenced.

Commented [JL3R1]: Have suggested wording in bold/underlined, happy for it to be more specifically related to Section 9 if it can be please

9.1 The parties acknowledge and agree that the Customer is the Data Controller and Atamis is the Data Processor in respect of all Personal Data pertaining to the Customer's Raw Data.

9.2 In respect of all Personal Data pertaining to the Customer Data Atamis shall:

9.2.1 only carry out processing on the Customer's instructions from time to time; and for the avoidance of doubt, the processing of Personal Data which is reasonably required for the purpose of Atamis performing its obligations under the Contract shall constitute processing in accordance with the Customer's instructions;

9.2.2 implement appropriate technical and organizational measures to protect such Personal Data against unauthorised or unlawful processing and accidental destruction or loss (including ensuring the reliability of its employees);

9.2.3 implement procedures to ensure that unauthorised persons will not have access to Personal Data;

9.2.4 promptly refer to the Customer any request, notices or other communications from data subjects, from any applicable data protection authority or any other law enforcement authority, for the Customer to resolve; and

9.2.5 provide such reasonable assistance and information to the Customer as the Customer may reasonably require to allow the Customer to comply with the Customer obligations under the DPA including the rights of data subjects and subject-access rights, or with notices served by the Information Commissioner.

9.3 The Customer will comply with its obligations under the DPA and the Consumer Credit Act 1974 in relation to the Contract.

10 INDEMNITY

10.1 To the extent permitted by applicable law, the Customer shall indemnify, defend and hold Atamis, and Atamis shall indemnify, defend and hold the Customer, and each, their licensors harmless from and against any Losses incurred in respect of third party claims arising as a result of or otherwise in connection with the use of the Deliverables:

10.1.1 by the Customer, except where such use by the Customer is in accordance with these Terms; and

10.1.2 by individuals or entities which have not been authorised under the Contract to have access to and/or use the Deliverables; in each case provided that the Customer shall not have any obligation to indemnify against any losses to the extent that they arise from the breach of contract by, or the negligence or wilful misconduct of, Atamis.

11 TERM & TERMINATION

11.1 Unless otherwise mutually agreed by the Customer and Atamis, the Contract shall come into effect on the date of this Agreement.

11.2 The Contract shall continue for the Contract Term.

11.3 Either party may terminate the Contract with immediate effect at any time by serving written notice thereof on the other party if:

11.3.1 the other party is in material breach of any obligation under the Contract and where such breach is capable of remedy, fails to remedy it within thirty (30) days of written notice requesting that such breach is remedied; or

11.3.2 any distress or execution is levied on the other party's property or assets; or if the other party makes or is offered to make any arrangement or composition with its creditors or commits any act of bankruptcy; or if any bankruptcy petition is presented against the other party; or if any resolution or petition to wind up the other party is passed or presented; or if a receiver, administrative receiver or administrator of the whole or any part of the other party's business, property or assets is appointed; or if the other party becomes unable to pay its debts as they fall due, or is deemed to be unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986.

11.4 In the event of termination, no refunds will be given for any amounts paid prior to termination. Additionally, the full payment for the year in which the service end date falls must still be paid in full, even if the Contract is terminated before the completion of that year. Upon expiry or termination of the Contract for any reason:

11.4.1 the Customer shall be entitled to continue to use any charts, graphs or other derivative products that contain de minimis extracts of the Deliverables for its internal purposes only, and all other rights of the Customer to use the Deliverables whether pursuant to Condition 4 or otherwise shall cease; and

11.4.2 neither party shall have any further right or obligation with respect to the other party except as set out in this Condition 11 and in the following additional Conditions, which shall survive such expiry or termination: Condition 2 (Application of Conditions), Condition 3 (Intellectual Property), Condition 5 (Customer Obligations), Condition 7 (Confidentiality), Condition 8 (Limitation of Liability), Condition 9 (Data Protection), Condition 10 (Indemnity), Condition 12 (Rights of Third Parties) and Condition 13 (General).

11.5 The expiry or termination of the Contract as provided for under these Terms shall not prejudice or affect any right of action or remedy which has accrued or thereafter accrues to a party under the Contract or at law.

12 RIGHTS OF THIRD PARTIES

12.1 Subject to Condition 12.2, the parties to the Contract do not intend that any of these Conditions will be enforceable by any person that is not a party to the Contract by virtue of the Contracts (Rights of Third Parties) Act 1999.

12.2 The Customer acknowledges that Atamis is entering in the Contract as an authorised licensee and distributor of information from third party data providers. Accordingly the parties acknowledge that companies referenced in the Services which are third party data providers, which may include but are not limited to Duedil and Dunn & Bradstreet, are intended third party beneficiaries of the Contract.

13 GENERAL

13.1 Atamis may, from time to time and subject to Customer's prior written consent (which shall not be unreasonably withheld or delayed) change the Services, provided that such changes do not materially affect the nature or quality of the Services and, where practicable, it will give the Customer at least 1 months' notice of any change.

13.2 Subject to condition 13.1, no variation of the Contract or these Conditions [or of any of the documents referred to in them] shall be valid unless it is in writing and signed by or on behalf of each of the parties.

13.3 Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

13.4 The Contract constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.

13.5 Each party that has rights under the Contract is acting on its own behalf and not for the benefit of another person.

13.6 The Contract, and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the law of England and Wales.

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

14 NOTICES

14.1 Any notice or other communication required to be given under the Contract shall be in writing and shall be delivered personally, or sent by pre-paid first-class post, recorded delivery or by commercial courier to the other party and for the attention of the Contract signatory at its registered office address for the Customer and South Gate House, Wood Street, Cardiff, CF10 1EW for Atamis, or as otherwise specified by the relevant party by notice in writing to the other party.

14.2 Any notice or other communication shall be deemed to have been duly received if delivered personally, or, if sent by pre-paid first-class post or recorded delivery, on the second business Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

14.3 This condition 14 shall not apply to the service of any in any proceedings or other documents in any legal action.

14.4 A notice required to be given under the Contract shall be validly served if sent by e-mail and receipt is confirmed.

Signed for and on behalf of THE CUSTOMER (The Insolvency Service)

Signature:
REDACTED

Name: **REDACTED**
Position: **REDACTED**
Date: **REDACTED**

Signed for and on behalf of THE COMPANY (ATAMIS LTD)

Signature:
REDACTED

Name: **REDACTED**
Position: **REDACTED**
Date: **REDACTED**

Schedule 1: SFDC Service Terms of Use

"**AppExchange**" means the online directory of on-demand applications that work with the Service, located at <http://www.appexchange.com> or at any successor websites.

"**Reseller**" means Atamis Ltd (for the purposes of the SFDC Service Terms of Use only)

"**Reseller Application**" means the Atamis suite of products.

"**Platform**" means the online, Web-based platform service provided by SFDC to Reseller in connection with Reseller's provision of the Reseller Application to You.

"**SFDC Service**" means the online, Web-based application and platform service generally made available to the public via <http://www.salesforce.com> and/or other designated websites, including associated offline components but excluding AppExchange applications.

"**SFDC**" means salesforce.com.

"**Users**" means Your employees, representatives, consultants, contractors or agents who are authorized to use the Service subject to the terms of this SFDC Service Terms of Use as a result of a subscription to the Reseller Application having been purchased for such User, and have been supplied user identifications and passwords by You (or by Salesforce.com or Reseller at Your request).

"**You**" and "**Your**" means the customer entity which has contracted to purchase subscriptions to use the Reseller Application subject to the conditions of this SFDC Service Terms of Use, together with any other terms required by Reseller.

"**Your Data**" means all electronic data or information submitted by You as and to the extent it resides in the Service.

1. Use of Service.

- (a) Each User subscription to the Reseller Application shall entitle one User to use the Service via the Reseller Application, subject to the terms of this SFDC Service Terms of Use, together with any other terms required by Reseller. User subscriptions cannot be shared or used by more than one User (but may be reassigned from time to time to new Users who are replacing former Users who have terminated employment with You or otherwise changed job status or function and no longer require use of the Service). For clarity, Your subscription to use the Platform hereunder does not include a subscription to use the SFDC Service or to use it in connection with applications other than the Reseller Application. If You wish to use the SFDC Service or any of its functionalities or services, to use another application other than the Reseller Application, or to create or use additional custom objects beyond those which appear in the Reseller Application in the form that it has been provided to You by Your Reseller, visit www.salesforce.com to contract directly with SFDC for such services. In the event Your access to the Reseller Application provides You with access to the SFDC Service generally or access to any SFDC Service functionality within it that is in excess to the functionality described in the Reseller Application's user guide, and You have not separately subscribed under a written contract with SFDC for such access, then You agree to not access and use such functionality, and You agree that Your use of such functionality, Your use of applications other than the Reseller Application, or Your creation or use of additional custom objects in the Reseller Application beyond that which

appears in the Reseller Application in the form that it has been provided to You by your Reseller, would be a material breach of this Agreement.

- (b) Notwithstanding any access You may have to the Platform or the SFDC Service via the Reseller Application, Reseller is the sole provider of the Reseller Application and You are entering into a contractual relationship solely with Reseller. In the event that Reseller ceases operations or otherwise ceases or fails to provide the Reseller Application, SFDC has no obligation to provide the Reseller Application or to refund You any fees paid by You to Reseller.
- (c) You (i) are responsible for all activities occurring under Your User accounts; (ii) are responsible for the content of all Your Data; (iii) shall use commercially reasonable efforts to prevent unauthorized access to, or use of, the Platform and the SFDC Service, and shall notify Reseller or Salesforce.com promptly of any such unauthorized use You become aware of; and (iv) shall comply with all applicable local, state, federal and foreign laws and regulations in using the Platform and the SFDC Service.
- (d) You shall use the Platform and the SFDC Service solely for Your internal business purposes and shall not: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Platform or the SFDC Service available to any third party, other than to Users or as otherwise contemplated by this SFDC Service Terms of Use; (ii) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (iii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material that is harmful to children or violates third party privacy rights; (iv) send or store viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs; (v) interfere with or disrupt the integrity or performance of the Platform or the SFDC Service or the data contained therein; or (vi) attempt to gain unauthorized access to the Platform or the SFDC Service or its related systems or networks.
- (e) You shall not (i) modify, copy or create derivative works based on the Platform or the SFDC Service; (ii) frame or mirror any content forming part of the Platform or the SFDC Service, other than on Your own intranets or otherwise for Your own internal business purposes; (iii) reverse engineer the Platform or the SFDC Service; or (iv) access the Platform or the SFDC Service in order to (A) build a competitive product or service, or (B) copy any ideas, features, functions or graphics of the Platform or the SFDC Service.

2. **Third-Party Providers.** Reseller and other third-party providers, some of which may be listed on pages within SFDC's website and including providers of AppExchange applications, offer products and services related to the Platform, the SFDC Service, and/or the Reseller Application, including implementation, customization and other consulting services related to customers' use of the Platform and/or the SFDC Service, and applications (both offline and online) that interoperate with the Platform, SFDC Service, and/or the Reseller Application, such as by exchanging data with the Platform, the SFDC Service, and/or the Reseller Application, or by offering additional functionality

within the user interface of the Platform, the SFDC Service, and/or the Reseller Application through use of the Platform and/or SFDC Service's application programming interface. SFDC does not warrant any such third-party providers or any of their products or services, including but not limited to the Reseller Application or any other product or service of Reseller, whether or not such products or services are designated by SFDC as "certified," "validated" or otherwise. Any exchange of data or other interaction between You and a third-party provider, including but not limited to the Reseller Application, and any purchase by You of any product or service offered by such third-party provider, including but not limited to the Reseller Application, is solely between You and such third-party provider. In addition, from time to time, certain additional functionality (not defined as part of the Platform or SFDC Service) may be offered by SFDC or Reseller to You, for an additional fee, on a pass-through or OEM basis pursuant to terms specified by the licensor and agreed to by You in connection with a separate purchase by You of such additional functionality. Your use of any such additional functionality shall be governed by such terms, which shall prevail in the event of any inconsistency with the terms of this SFDC Service Terms of Use.

3. **Proprietary Rights.** Subject to the limited rights expressly granted hereunder, SFDC reserves all rights, title and interest in and to the Platform and the SFDC Service, including all related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth in this SFDC Service Terms of Use. The Platform and the SFDC Service is deemed SFDC confidential information, and You will not use it or disclose it to any third party except as permitted in this SFDC Service Terms of Use.
4. **Compelled Disclosure.** If either You or SFDC is compelled by law to disclose confidential information of the other party, it shall provide the other party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the other party's cost, if the other party wishes to contest the disclosure.
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7. **Subscriptions Non-Cancelable.** Subscriptions for the Platform and the SFDC Service are non-cancelable during a subscription term, unless otherwise specified in Your agreement with Reseller.

8. **Data Storage.** The Platform and SFDC Service includes a certain cumulative amount of storage per User subscription for no additional charge. Contact Your Reseller for additional information. Additional storage may be available for purchase from the Reseller.
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11. **Further Contact.** SFDC may contact You regarding new SFDC service features and offerings.
12. **Google Programs and Services.** Platform or SFDC Service features that interoperate with Google programs and services depend on the continuing availability of applicable Google application programming interfaces ("APIs") and programs for use with the Platform and the SFDC Service. If Google Inc. ceases to make such APIs and/or programs available on reasonable terms to SFDC, SFDC may cease providing such features without entitling You or Reseller to any refund, credit, or other compensation.
13. **Third Party Beneficiary.** SFDC shall be a third party beneficiary to the agreement between You and Reseller solely as it relates to this SFDC Service Terms of Use.

Schedule 2: Service Levels and Response Times

REDACTED

Schedule 3: Deliverables and Fees

Deliverables

Deliverables are to provided annually unless indicated otherwise

Item	Insolvency Service Requirements	Further Details On Service Requirements	Additional Notes
1	Provision of Admin/Super user licences (REDACTED)	REDACTED	REDACTED
2	Provision of General user licences	REDACTED	REDACTED
3	REDACTED	REDACTED	REDACTED
4	Subscription Fee 1 - Tender	REDACTED	REDACTED
5	Subscription Fee 2 - Contract & Supplier	REDACTED	REDACTED
6	Enhancer 1 - Supplier Portal	REDACTED	REDACTED
7	Enhancer 2 - Supplier Community Logins		

8	Onboarding and Set-Up (Year One Only)	REDACTED	REDACTED
9	Training - Train the Trainer (Year One Only)	REDACTED	REDACTED

Implementation

1. The Insolvency Service requires implementation of the system aligned to deliverables 8 and 9.
2. Atamis Ltd ensure that implementation of the system to enable Tender activities to be undertaken is completed by close of play on week commencing 15th September 2025 in line with the initially drafted implementation plan (see below).
3. To confirm activities to be completed will enable 'The Insolvency Service' to:
 - a. PA23/PCR15 compliant including links to notices
 - b. Ability to issue tenders/evaluate and award through the system
 - c. Supplier portal up and running
4. The Insolvency Service agrees to meet its obligations as agreed within the project kick off meeting to ensure implementation can be completed by close of play on week commencing 15th September 2025.
5. Copy of initial implementation plan:

REDACTED

Cost of Investment Year

	Year One	Year Two	Extension Year (3)
Admin/Super User Licences (4)	REDACTED	REDACTED	REDACTED
General User Licences (21)	REDACTED	REDACTED	REDACTED
Light Touch Wider Bundle Users (100)	REDACTED	REDACTED	REDACTED
Subscription Fee Tender	REDACTED	REDACTED	REDACTED
Subscription Fee Contract & Supplier	REDACTED	REDACTED	REDACTED
Supplier Portal	REDACTED	REDACTED	REDACTED
Supplier Logins			
Onboarding & Setup	REDACTED	REDACTED	REDACTED
Training (Train the Trainer)	REDACTED	REDACTED	REDACTED
Net Cost	REDACTED	REDACTED	REDACTED
VAT	REDACTED	REDACTED	REDACTED
Total Cost	REDACTED	REDACTED	REDACTED

Total Contract Value: £113,070

Schedule 4: Data Protection

Data Protection Protocol



Schedule%204%20-%
20Data%20Protection'