Advanced Reporting Service Subscription Agreement

Appendix to the Terms and Conditions

ADVANCED REPORTING IMPLEMENTATION AND SERVICE SUBSCRIPTION AGREEMENT – STANDARD TERMS AND CONDITIONS

1. General

Upon signing of the applicable Order Form (the "Order Form"), the Customer is ordering a limited right to use the Advanced Reporting Service as implemented by ITSL, and the Customer and ITSL agree to the following terms and conditions which shall supplement the terms and conditions of the Standard Service Subscription Agreement ("TAC"). In case of conflicting terms in the TAC and this appendix, the terms of this appendix shall prevail on any issue related to the Advanced Reporting Service.

This agreement does not apply to standard reports that are made available to customers as part of the standard product. These reports are governed by the TAC.

2. Service period

The Advanced Reporting Service is available for the period specified in the Contract. The service will be automatically renewed for another 12 months if it has not been terminated in writing by one of the parties at least 60 days prior to expiry.

3. Right to Use

The Customer is granted a time limited, non-exclusive and non-transferable right to use the Advanced Reporting Service. The Advanced Reporting Service consists of a web-based user interface for accessing the reports and analytics functionality and an API for access to the underlying data available in the customers reporting data warehouse.

4. Advanced reports

Any reports provided by way of the Advanced Reporting Service for the individual Customer are denoted as "Advanced reports". A set of "Advanced reports" will be made available upon provisioning of the Advanced Reporting Service. Subject to request from the Customer, ITSL will provide chargeable services to assist the Customer in the use and customization of "Advanced reports". Limited to data available in the Advanced Reporting data warehouse, the Customer can also request chargeable services to create new "Advanced reports".

Any work undertaken by ITSL in relation to reports will be charged per hour using the Advanced Reporting hourly rates as set out in the Order Form. The Customer accepts that ITSL retains an ownership to any intellectual property created for a customized report.

5. Data warehouse API
This agreement gives the Customer a right to use the Advanced Reporting data warehouse API. The API is based on OData and will allow customers to export data from their data warehouse. The data warehouse API is governed by the TAC.

6. Changes to data structures
Although ITSL will strive to maintain the integrity and availability of the data structure and the Advanced reports, ITSL reserves the right to make changes to the underlying data structure, the data formats, and any other parts of the ITSL Service even if such changes may affect the Advanced reports or Customer use of data via the data warehouse API. ITSL shall not be liable for any cost or loss suffered by the Customer due to such changes. If amendments or rebuilding of one or more Advanced reports are necessary due to changes in the data structure or data formats etc, Customer may request assistance from ITSL subject to section 4 above.

7. Service Fee
In consideration for the license granted pursuant to this agreement, the Customer shall pay an annual license fee as set out in the Order Form for covering all "Advanced reports" and access to the data warehouse API. All services provided by ITSL to the Customer pursuant to section 4 above will be invoiced hour by hour at the Advanced Reporting hourly rates as denoted in the Order Form.

8. Limits of liability
ITSL AND ITS EMPLOYEES, OFFICERS, DIRECTORS, CONTRACTORS, DISTRIBUTORS, PARTNERS AND AGENTS, SHALL NOT BE LIABLE FOR ANY INDIRECT, DIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR LOST DATA, ARISING OUT OF OR IN CONNECTION WITH THE SOFTWARE, REPORTS, INTEGRATIONS AND/OR THE WEBSITE. THIS INCLUDES BUT IS NOT LIMITED TO ANY LOSS CAUSED BY INCORRECT OR INCOMPLETE INFORMATION IN THE REPORTS, LACK OF OR INSUFFICIENT FUNCTIONALITY OF THE REPORTS, LOSS OF DATA HOSTED BY ITSL, UNAUTHORIZED USE OF DATA HOSTED BY ITSL OR ANY OTHER CIRCUMSTANCES CONNECTED TO THE ADVANCED REPORTING SERVICE OR THE REPORTS THAT MAY BRING FINANCIAL LOSS, DAMAGES AND/OR INCONVENIENCE UPON THE CUSTOMER OR THIRD PARTIES EVEN IF ITSL HAS ACTUAL OR CONSTRUCTIVE KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE.

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