

The terms set out in this Module govern the provision of Technology Professional Services by KINTO to the Customer. In the case of any conflict between the terms of this Module and the terms of the Agreement, the term of this Module shall prevail with respect to the Technology Professional Services.

1. DEFINITIONS

- 1.1 In this Module the following terms will have the meanings set out below. Any capitalised terms which are not defined in this Module will have the meaning given to them in the Agreement:

“Technology Professional Services” means Professional Services set out in the SOW which are intended to meet bespoke requirements of the Customer which may be related to a Platform or other Customer technical or functional needs or requirements.

2. INTELLECTUAL PROPERTY RIGHTS

- 2.1 KINTO and its licensors shall retain ownership of all Intellectual Property Rights in the Deliverables, excluding any Customer Data or Customer Materials contained within them.
- 2.2 KINTO grants to the Customer a non-exclusive, non-sublicensable, royalty-free, non-transferable, licence to use the Deliverables for the Customer's internal business purposes. The licence granted under this Clause 2.2 will take effect on the date that the relevant Deliverable is provided to the Customer and will continue until the expiry or termination of the Term.
- 2.3 The Customer acknowledges that KINTO may need to include materials belonging to third parties which cannot be licensed on the terms of Clause 2.2 (**“Third Party Materials”**) within the Deliverables. KINTO shall grant to the Customer a licence (at the Customer's cost) to use any Third Party Materials included in the Deliverables on the terms permitted by the third party. The Customer shall comply with the terms (including any usage restrictions) that apply to the Third Party Materials and which have been provided to the Customer in writing. KINTO's liability in relation to Third Party Materials shall be limited to the liability accepted by the third party under the relevant licence agreement.

3. ACCEPTANCE TESTING

- 3.1 If the SOW provides for acceptance testing of the Deliverables to confirm conformity with the requirements set forth in the SOW (the **“Requirements”**), then such acceptance testing shall be carried out as follows:
- (a) Within the first ten (10) days after KINTO notifies Customer that acceptance testing may commence, the Customer must provide written notice of its acceptance or non-conformity with the applicable Requirements.
 - (b) If the Customer fails to submit such written notice within the time specified above, the work shall be deemed accepted. The acceptance date will be the day the work is accepted or deemed accepted as provided above. KINTO will correct the non-conformities identified in the Customer's notice within fifteen (15) days following its receipt of such notice.

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- (c) The process set forth above will be repeated each time the Customer provides notice of a non-conformity, provided that if the work does not conform to the Requirements within ninety (90) days after the Customer's first review of the work, then the Customer or KINTO may terminate the relevant part of Agreement relating to the non-conforming work immediately upon written notice to the other party and no fees are due for the relevant Deliverable.
- (d) The foregoing will be the Customer's sole and exclusive remedy in case of non-conformity of the work to the Requirements. Notwithstanding the above, if the Customer requests that configuration changes are made directly to a production instance, then those changes are deemed accepted immediately upon release. KINTO shall have no further obligations in relation to any Deliverables once accepted by Customer in accordance with this Clause.