

QUANTIFIRE Terms (Last Updated: [24th September 2021])

These terms govern various contracts entered into by estimation professionals (**Users**) with PFP Specialists Ltd. PFP Specialists (**PFPS**) has the company registration number: 11323120 and the registered offices are at Willowbrook, The Street, Preston St. Mary, Sudbury, Suffolk, England, CO10 9NG.

PFPS provides a portal, which is known as 'QUANTIFIRE Web Services' (**QWS**) and a desktop application known as QUANTIFIRE (**QUANTIFIRE Desktop App**). Through QWS, Users can select options, known as 'Services'. The term QUANTIFIRE refers to both applications (as the context so requires), unless specifically stated otherwise. The User's legal agreement for QUANTIFIRE is with PFPS (**QUANTIFIRE Agreement**).

QUANTIFIRE

These terms (**QUANTIFIRE Terms**) and the PFPS Privacy Policy set out the core terms and conditions which govern the QUANTIFIRE Agreement.

From the earliest date (**QUANTIFIRE Effective Date**) the User ticks a box or clicks on a button (or something similar) to confirm that it accepts these terms during the QWS sign up process or when it accesses the QUANTIFIRE Desktop App (uses any part of either), such action constitutes acceptance of all of these terms which are incorporated into and form part of the QUANTIFIRE Agreement. Each party's respective rights and obligations under the QUANTIFIRE Agreement shall apply from the QUANTIFIRE Effective Date.

Unless otherwise stated, any warranty, representation or acknowledgement in these terms shall be deemed made or given on the QUANTIFIRE Effective Date.

If the User does not accept these terms it will not be able to access QWS and must cease all use of the QUANTIFIRE Desktop App.

PFPS may change these terms or the PFPS Privacy Policy at any time. PFPS will make reasonable efforts to communicate any changes to Users by sending an email and continued access to QUANTIFIRE Aesktop App by the User in these circumstances will be deemed acceptance of all such changes.

1. Definitions and Interpretation

1.1 The definitions and rules of interpretation in this clause apply in these terms and the related QUANTIFIRE Agreement:

Applicable Laws	any laws applicable to QUANTIFIRE and/or any Service with regard to the User and the processing of personal data;
Business Day	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;
Change of Control Control	the person who has Control of a company ceases to have Control; the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the general management of the company;
Confidential Information	information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 7;
Data controller, data processor and personal data	have the meanings as set out in the Data Protection Legislation;
Data Protection Legislation	all applicable laws and regulations relating to the processing of personal data and privacy in any relevant jurisdiction including without limitation the retained EU law version of the General Data Protection Regulation ((EU) 2016/679)(and regulations made thereunder), the Privacy and Electronic Communications Regulations, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699) and any order, guidelines and instructions issued by a relevant national or judicial authority in England;
Fee	the specific fee payable by the User for access to the relevant Opted-in Service (if any);
Opted-in Services	the range of services which the User has elected to utilise;

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 headings shall not affect the interpretation of these terms.
- 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 A reference to a statute or statutory provision is a reference to it as it is in force as amended, extended or re-enacted from time to time and includes all subordinate legislation made from time to time under that statute or statutory provision.
- 1.6 A reference to writing or written includes email but not fax.
- 1.7 References to clauses are to the clauses in these terms.

2. Licence Grant

- 2.1 From the QUANTIFIRE Effective Date, PFPS grant to the User a non-exclusive, non-transferable, revocable right to access QUANTIFIRE, subject to these terms.
- 2.2 The User shall:
 - 2.2.1 use all reasonable endeavours to prevent any unauthorised access to QUANTIFIRE and, in the event of any such unauthorised access or use, promptly notify the PFPS legal entity the User contracts with. Passwords shall be kept confidential and secure and changed on a frequent basis.
 - 2.2.2 provide PFPS with all necessary:
 - 2.2.2.1 co-operation in relation to the QUANTIFIRE Agreement; and
 - 2.2.2.2 access to such information as may be reasonably required by PFPS in order to provide access to QUANTIFIRE;
 - 2.2.3 comply with all applicable laws and regulations with respect to its activities under the QUANTIFIRE Agreement;
 - 2.2.4 ensure that its network and systems comply with the relevant specifications provided by PFPS from time to time; and
 - 2.2.5 be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to PFPS's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to its network connections or telecommunications links or caused by the internet.
- 2.3 The User shall not:
 - 2.3.1 access, store, distribute or transmit any Viruses, or any material during the course of its access to QUANTIFIRE:
 - 2.3.1.1 that is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 - 2.3.1.2 that facilitates illegal activity;
 - 2.3.1.3 that depicts sexually explicit images;
 - 2.3.1.4 that promotes unlawful violence;
 - 2.3.1.5 that is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
 - 2.3.1.6 in a manner that is otherwise illegal or causes damage or injury to any person or property; and PFPS reserves the right, without liability or prejudice to its other rights against the User, to disable its access to QUANTIFIRE which it has a legal agreement with the User to provide and any material that breaches the provisions of this clause.
 - 2.3.2 except as may be allowed by any applicable law which is incapable of exclusion by agreement between the User and PFPS:
 - 2.3.2.1 except to the extent expressly permitted under these terms, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of QUANTIFIRE in any form or media or by any means; or
 - 2.3.2.2 attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-

- perceivable form all or any part of QUANTIFIRE;
- 2.3.3 access all or any part of QUANTIFIRE in order to build a product or service which competes with QUANTIFIRE; or
- 2.3.4 subject to clause 18.1, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit (save as expressly permitted under these terms or agreed in writing in advance by PFPS), or otherwise make QUANTIFIRE available to any third party.

3. PFPS's obligations

- 3.1 PFPS shall use commercially reasonable endeavours to provide access to QUANTIFIRE 24 hours a day, seven days a week, provided that the User acknowledges that (as for every live service) emergency, planned and unscheduled maintenance will be required from time to time. PFPS will use reasonable endeavours to notify the User in advance of maintenance may publicise from time to time a fixed planned maintenance window.
- 3.2 The User acknowledges that access to QUANTIFIRE may create interruptions and detrimental performance on its computer systems and internet connections due to the nature of the services. The User should take full back-up copies of all data in advance of access to QUANTIFIRE in case of the unlikely event occurring in which QUANTIFIRE causes damage and/or corruption
- 3.3 PFPS:
- 3.3.1 undertakes that QUANTIFIRE will be provided with reasonable skill and care. QUANTIFIRE is intended to facilitate only. Any User's reliance placed on the outcome or access to QUANTIFIRE is solely at its own risk.
- 3.3.2 does not warrant that access to QUANTIFIRE provided by it will be uninterrupted or error-free or that QUANTIFIRE, and/or the information obtained by the User through QUANTIFIRE will meet its requirements; and
- 3.3.3 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 User acknowledges that QUANTIFIRE may be subject to limitations, delays and other problems inherent in the access to such communications facilities.
- 3.4 The QUANTIFIRE Agreement shall not prevent PFPS from entering into similar agreements with third parties, or from independently developing, using, selling or licensing products and/or services which are similar to those provided under the QUANTIFIRE Agreement.
- 3.5 PFPS warrants in relation to QUANTIFIRE as at the QUANTIFIRE Effective Date, that it has and undertakes it will maintain all necessary licences, consents, and permissions necessary for the performance of their respective obligations under the QUANTIFIRE Agreement.

4. Opted-In Services

- 4.1 Where the User selects one or more Opted-In Services, the relevant provisions of the Annex to these terms will apply and form part of the QUANTIFIRE Agreement.

5. Payment

- 5.1 PFPS may increase any Fee at any time by giving the User not less than thirty (30) days prior written notice.
- 5.2 If, for any reason, PFPS has not received any payment due under the QUANTIFIRE Agreement, and without prejudice to any other rights and remedies of PFPS:
- 5.2.1 PFPS may, without liability to the User, disable its password, suspend the account and access to all or part of QUANTIFIRE and PFPS shall be under no obligation to provide access to QUANTIFIRE while the monies concerned remain unpaid; and
- 5.2.2 interest shall accrue on a daily basis on such due amounts at an annual rate equal to the greater of: the maximum recoverable under applicable law; or, four percent (4%) over the then current base lending rate of The Bank of England from time to time. Interest shall accrue from the due date until the debt is fully paid, whether before or after judgment.
- 5.3 All amounts and fees stated or referred to in these terms and whether payable by the User to PFPS:
- 5.3.1 shall be payable in pounds sterling;
- 5.3.2 are non-cancellable and non-refundable;
- 5.3.3 are exclusive of value added tax, which shall be added at the appropriate rate.
- 5.4 Where the User makes a payment to PFPS on a credit card it will be settled using a gateway provided by a third party. If the User makes an unjustified chargeback, then the User will be liable to pay PFPS, within seven (7) days following written request:
- 5.4.1 an amount equal to the amount of the chargeback;
- 5.4.2 all third party expenses incurred by PFPS in relation to the charge back (including charges made by PFPS's bank or its bank/credit card company);

- 5.4.3 a reasonable administration fee; and
- 5.4.4 all PFPS's reasonable costs, losses and expenses incurred in recovering the amounts subject to the charge back (including without limitation legal fees and debt collection fees).

6. Proprietary rights

The User acknowledges and agrees that PFPS owns all intellectual property rights in QUANTIFIRE. Except as expressly stated herein, these terms do not grant the User any rights to, or in, patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of QUANTIFIRE.

7. Confidentiality

- 7.1 The User and PFPS may be given access to Confidential Information in order to perform their respective obligations. Confidential Information shall not include information that:
 - 7.1.1 is or becomes publicly known other than through any act or omission of the receiving party;
 - 7.1.2 was in the receiving party's lawful possession before the disclosure;
 - 7.1.3 is lawfully disclosed to the receiving party by a third party without restriction on disclosure;
 - 7.1.4 is independently developed by the receiving party, which independent development can be shown by written evidence; or
 - 7.1.5 is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.
- 7.2 The User acknowledges that details of QUANTIFIRE, information relating to the business and affairs of PFPS, its customers and clients, constitute Confidential Information of PFPS.
- 7.3 The parties shall hold 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. The parties shall take all reasonable steps to ensure that any 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.
- 7.4 The User shall not make, or permit any person to make, any public announcement concerning the QUANTIFIRE Agreement without the prior written consent of PFPS (such consent not to be unreasonably withheld or delayed), except in each case as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.
- 7.5 The provisions of this clause 7 shall survive termination of the QUANTIFIRE Agreement, however arising.

8. Data Protection

- 8.1 PFPS and the User will comply with all applicable requirements under the Data Protection Legislation and the QUANTIFIRE Contract. The QUANTIFIRE Contract is in addition to, and do not relieve, remove or replace, a party's obligations under the Data Protection Legislation. Each of PFPS and the User agree that neither party intends or is required to process personal data on behalf of the other party under the QUANTIFIRE Agreement.
- 8.2 To the extent that the same is relevant to the provision of the Opted-in Services under the QUANTIFIRE Agreement, the User provides its consent for PFPS to transfer personal data outside of the European Economic Area provided that the following conditions are fulfilled:
 - 8.2.1 the User or PFPS has provided appropriate safeguards in relation to the transfer;
 - 8.2.2 the data subject has enforceable rights and effective legal remedies;
 - 8.2.3 PFPS complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and
 - 8.2.4 PFPS complies with reasonable instructions notified to it in advance by the User with respect to the processing of the personal data.

9. Indemnity

- 9.1 PFPS shall defend the User, its officers, directors and employees against any claim that QUANTIFIRE and/or any Service infringes any United Kingdom patent, copyright, trade mark, database right or right of confidentiality effective as of the Effective Date, and shall indemnify the User for any amounts awarded against the User in judgment or settlement of such claims, provided that:
 - 9.1.1 PFPS is given prompt notice of and full details of any such claim;
 - 9.1.2 the User provides reasonable co-operation to PFPS in the defence and settlement of such claim; and
 - 9.1.3 PFPS is given sole authority to defend or settle the claim.
- 9.2 In the defence or settlement of any claim, PFPS may procure the right for the User to continue using QUANTIFIRE, replace or modify QUANTIFIRE so that it becomes non-infringing or, if such remedies are not reasonably available,

terminate the QUANTIFIRE Agreement on two (2) Business Days' notice to the User without any additional liability or obligation to pay liquidated damages or other additional costs to the User.

- 9.3 In no event shall PFPS, its employees, agents and sub-contractors be liable to the User to the extent that the alleged infringement is based on:
- 9.3.1 a modification of QUANTIFIRE by anyone other than PFPS;
 - 9.3.2 its access to QUANTIFIRE in a manner contrary to the instructions given to the User by PFPS; or
 - 9.3.3 its access to QUANTIFIRE after notice of the alleged or actual infringement from PFPS or any appropriate authority.
- 9.4 The foregoing and clause 10.5 states the User's sole and exclusive rights and remedies, and PFPS's (including PFPS's employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.

10. Limitation of liability

- 10.1 Except as expressly and specifically provided in the applicable Service Terms, this clause 10 sets out the entire financial liability of PFPS (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the User:
- 10.1.1 arising under or in connection with the QUANTIFIRE Agreement;
 - 10.1.2 in respect of any use made by the User of QUANTIFIRE; and
 - 10.1.3 in respect of any representation, statement or tortious act or omission (including negligence) arising under or in connection with the QUANTIFIRE Agreement.
- 10.2 Except as expressly and specifically provided in these terms:
- 10.2.1 PFPS shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided by the User in connection with QUANTIFIRE, or any actions taken by PFPS at its direction;
 - 10.2.2 PFPS accepts no liability or responsibility for interruptions and/or detrimental performance of its computer systems and internet connections arising from usage of QUANTIFIRE or any damage and/or corruption that may occur to its data or information;
 - 10.2.3 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 the QUANTIFIRE Agreement; and
 - 10.2.4 QUANTIFIRE is provided to the User on an "as is" basis.
- 10.3 Nothing in the QWS Agreement excludes the liability of PFPS for:
- 10.3.1 death or personal injury caused by PFPS's negligence; or
 - 10.3.2 fraud or fraudulent misrepresentation; or
 - 10.3.3 any other liability which it is not possible to exclude liability for under English law.
- 10.4 Subject to clause 10.2.3 and clause 10.3, PFPS shall not be liable, whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation or otherwise for:
- 12.4.1 loss (whether direct or indirect) of profits;
 - 12.4.2 loss (whether direct or indirect) of business;
 - 12.4.3 depletion of goodwill or similar losses (whether direct or indirect);
 - 12.4.4 loss (whether direct or indirect) of anticipated savings;
 - 12.4.5 loss (whether direct or indirect) of goods;
 - 12.4.6 loss (whether direct or indirect) of agreement;
 - 12.4.7 loss (whether direct or indirect) of use;
 - 12.4.8 loss (whether direct or indirect) or corruption of data or information;
 - 12.4.9 loss (whether direct or indirect) of opportunity; or
 - 12.4.10 any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.
- 10.5 The total aggregate liability of PFPS under or in connection with the QUANTIFIRE Agreement (including in respect of the indemnity at clause 9.1 of these terms), tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the QUANTIFIRE Agreement shall be £250,000.

11. Termination

- 11.1 PFPS or the User may terminate the QUANTIFIRE Agreement at any time by providing thirty (30) days' notice in writing to the other party.
- 11.2 Without affecting any other right or remedy available to it, either the User or PFPS may terminate the QUANTIFIRE Agreement with immediate effect by giving written notice to the other party if any of the circumstances described at clause 11.3 apply to the other party.
- 11.3 The circumstances referred to in clauses 11.2 are as follows:

- 11.3.1 the other party commits a material breach of any term which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of thirty (30) days after being notified in writing to do so;
 - 11.3.2 the other party repeatedly breaches any of the terms 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;
 - 11.3.3 the 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;
 - 11.3.4 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;
 - 11.3.5 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;
 - 11.3.6 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;
 - 11.3.7 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;
 - 11.3.8 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;
 - 11.3.9 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 fourteen (14) days;
 - 11.3.10 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 11.3.3 to clause 11.3.9 (inclusive); or
 - 11.3.11 the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.
- 11.4 Without affecting any other right or remedy available to it, PFPS may either suspend or terminate the QUANTIFIRE Agreement by giving written notice to the User if:
- 11.4.1 the User fails to pay any amount due under the QUANTIFIRE Agreement (if any) on the due date for payment and remains in default fourteen (14) days after being notified in writing to make such payment; or
 - 11.4.2 there is a Change of Control of the User.

12. Effect of Termination

- 12.1 On termination of the QUANTIFIRE Agreement for any reason:
- 12.1.1 its access to QUANTIFIRE will immediately cease;
 - 12.1.2 all licences granted under the QUANTIFIRE Agreement will automatically terminate;
 - 12.1.3 no refund of any fees paid by the User to PFPS under the QUANTIFIRE Agreement shall be due; and
 - 12.1.4 any rights, remedies, obligations or liabilities of the parties to the QUANTIFIRE Agreement that have accrued up to the date of termination of each, including the right to claim damages in respect of any breach of the QUANTIFIRE Agreement which existed at or before or occurred before the date of termination shall not be affected or prejudiced.

13. Force Majeure

- 13.1 PFPS shall have no liability to the User under the QUANTIFIRE Agreement if it is prevented from or delayed in performing its obligations under the QUANTIFIRE 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 PFPS 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 PFPS or its sub-contractors, provided that the User is notified of such an event and its expected duration.

14. Waiver

- 14.1 No failure or delay by a party to exercise any right or remedy provided under the QUANTIFIRE 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.

15. Rights and remedies

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

16. Severance

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

16.2 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.

17. Entire agreement

17.1 In relation to the QUANTIFIRE Agreement, these terms, and any documents referred to in it, constitute the whole agreement between the parties to the QUANTIFIRE Agreement and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.

17.2 Each of the parties acknowledges and agrees that in entering into the QUANTIFIRE 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.

18. Assignment

18.1 The User shall not, without the prior written consent of PFPS, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the QUANTIFIRE Agreement.

18.2 PFPS may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of their respective rights or obligations under the QUANTIFIRE Agreement.

19. No partnership or agency

19.1 Nothing in the QUANTIFIRE Agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as an 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).

20. Third party rights

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

21. Further assurance

21.1 At its own expense, the User agrees with PFPS the User shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may be required for the purpose of giving full effect to the QUANTIFIRE Agreement.

22. Notices

22.1 Any notice required to be given under the QUANTIFIRE Agreement shall be in writing and shall be delivered by:

22.1.1 hand or sent by pre-paid first-class post or recorded delivery post to its registered office address from time to time in the case of a notice to be given to PFPS and to the postal address provided by the User as part of its registration for QUANTIFIRE, or such other postal address in the UK as may have been notified by the User to PFPS in writing for such purposes; or

22.2 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 email shall be deemed to have been received at the time of transmission.

23. Governing law

23.1 The QUANTIFIRE Agreement and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with

the laws of England.

24. Jurisdiction

- 24.1 The parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the QUANTIFIRE Agreement or their subject matter or formation (including non-contractual disputes or claims).

Annex: Terms Specific to QWS Opted-In Services

A. Drawings as the Source of Estimation

A1. Service Functionality

- A1.1 In order to access the Drawings service, the User must select Drawings as the source of the estimation as one of its Opted-In Services via the QWS Platform. By default, this will also enable the Expert Check – Upload Check Opted-In Service as described in clause B of these Annex terms.
- A1.2 The Drawings Service comprises the provision of a service for the benefit of the User to allow a steel list to be generated from a drawing or set of drawings. PFPS will undertake a manual steel member take-off on behalf of the User.

A2. User's Obligations

- A2.1 The User shall upload via the QWS Platform, the relevant file or files containing the drawings for the take-off.
- A2.2 The User shall enter the number of drawings across all files uploaded for the purposes of undertaking the take-off.
- A2.3 The User acknowledges that PFPS will cross-check the declared number of drawings against the uploaded file(s). In the event of any discrepancy, PFPS will query this by email with the User and this may result in a delay to having the results returned to the User and/or may incur a change to the associated Fee.
- A2.4 Upon receipt of results the User shall check the output within a reasonable timeframe to ensure that the steelwork has been correctly interpreted from the uploaded files and any associated instructions. PFPS accepts no liability or responsibility for any misinterpretation of steelwork or any associated instructions.

A3. PFPS's Obligations

- A3.1 PFPS shall use reasonable endeavours to turn the uploaded drawings into a steel list within 5 Business Days. As part of this process, PFPS shall undertake an upload check as described in clause B of these Annex terms.
- A3.2 Once the steel list has been prepared, PFPS shall submit the steel list on behalf of the User via the QWS Platform.
- A3.3 Any associated marked-up drawings by PFPS shall be made available to the User via the QWS Platform to permit checking of output.

B. Expert Check – Upload Check

B1. Service Functionality

- B1.1 In order to access the Upload Check, the User must select Upload Check as one of its Opted-In Services via the QWS Platform.
- B1.2 The Upload Check comprises a manual review of the steel list to ensure that the data will be correctly matched against the QWS internal algorithms and will also identify any potential missing information.

B2. User's Obligations

- B2.1 The User shall respond to queries, if any, by PFPS in relation to the uploaded steel list in a reasonable timeframe. PFPS accepts no liability or responsibility for any misinterpretation based on the content of an uploaded steel list.

B3. PFPS's Obligations

- B3.1 PFPS shall use reasonable endeavours to review the User's uploaded steel list within 5 Business Days and may contact the User to request clarification or further information.
- B3.2 Once the steel list has been finalised, which may include modification by PFPS, PFPS shall submit the steel list on behalf of the User via the QWS Platform.

C. Expert Check – Results Check

C1. Service Functionality

- C1.1 In order to access the Results Check, the User must select Results Check as one of its Opted-In Services via the QWS Platform.
- C1.2 The Results Check comprises a manual cross-check of the output fire protection thicknesses against the certified product thickness to verify accuracy.

C2. PFPS's Obligations

- C2.1 PFPS shall review the User's resultant product thicknesses against certified values before results are returned to the User. This may comprise either spot checks or checks against all sections in an estimate. PFPS shall use reasonable endeavours to undertake the result checks within 5 Business Days.
- C2.2 Where the resultant thicknesses are consistent with certification, a statement to that extent shall be included in the results email sent to the User.
- C2.3 Where the resultant thicknesses are found to be different to certified values, PFPS shall review and take appropriate action to ensure that the results are consistent with the certified values.
- C2.4 The User acknowledges that PFPS are under no obligation to disclose the degree of results checking and any associated findings to the User. The User also acknowledges that PFPS accepts no liability or responsibility for any misinterpretation of certified fire protection thicknesses.

D. Expert Services – Drawing Annotation

D1. Service Functionality

- D1.1 In order to access the Drawing Annotation service, the User must select Drawing Annotation as one of its Opted-In Services via the QWS Platform. This is only possible when Drawings are selected as the source of the estimation as described in clause A of these Annex terms.
- D1.2 The Drawing Annotation service comprises a manual transcript of the fire protection thicknesses directly onto the User's uploaded drawings in the form of a table of associated values.

D2. User's Obligations

- D2.1 Upon receipt of results the User shall check the display of the annotated fire protection thicknesses on the drawings within a reasonable timeframe to ensure that they align with the thicknesses associated with the resultant steelwork list. PFPS accepts no liability or responsibility for any misinterpretation of fire protection thicknesses annotated on drawings.

D3. PFPS's Obligations

- D3.1 PFPS shall perform a steelwork take-off from the User's uploaded drawings. PFPS shall generate results of fire protection thickness via the QWS Platform and will then annotate the drawings accordingly.
- D3.2 PFPS shall use reasonable endeavours to return the annotated drawings within 5 Business Days.

E. Expert Services – Critical Temperature (Tcrit) Calculations

E1. Service Functionality

- E1.1 In order to access the Critical Temperature Calculations service, the User must select Tcrit calculation as the source of the estimation as one of its Opted-In Services via the QWS Platform.
- E1.2 The Critical Temperature calculation service comprises the provision of a service for the benefit of the User to allow for the determination of steel member's critical temperature in accordance with the Eurocodes.
- E1.3 The Critical Temperature service is only for I-sections and hollow sections subject to one of either pure bending, pure axial compression, or tension. No combined actions are considered.

E2. User's Obligations

- E2.1 Within the uploaded file(s), the User shall clearly indicate the key metrics for undertaking the calculation and shall be familiar with these inputs. An overview of these metrics is available on the QWS Platform.
- E2.2 The User acknowledges that PFPS will cross-check the content of the uploaded file(s). In the event of any discrepancy, PFPS will query this by email with the User and this may result in a delay to having the results returned to the User.
- E2.3 The User acknowledges that in the absence of key metrics being made available, PFPS may make conservative assumptions.
- E2.4 The User shall review the output results and any associated notes within a reasonable timeframe to familiarise themselves with all approaches taken.
- E2.5 The User acknowledges that all notes and approaches to determine the critical temperatures are passed to the relevant person(s) within the contract chain, or as requested otherwise.
- E2.6 The User acknowledges that detailed structural engineering output reports are not a standard resultant output of the QWS Platform.
- E2.7 The User acknowledges that PFPS accepts no liability or responsibility for any misinterpretation or error associated with the determination or calculation of a critical temperature.

E3. PFPS's Obligations

- E3.1 PFPS shall use reasonable endeavours to calculate the critical steel temperature of all relevant steel members within 5 Business Days. As part of this process, PFPS shall undertake an upload check as described in clause B of these Annex terms.
- E3.2 In the case where the section is not in accordance with those described in clause E1.3 of these Annex terms, PFPS shall adopt either a critical temperature as requested by the User or a temperature at the discretion of PFPS. PFPS shall indicate on all output results the basis of this temperature.
- E3.3 PFPS shall use in-house calculation software that has been subject to an independent review. The User acknowledges that PFPS are under no obligation to disclose the nature or content of this review.
- E3.4 The calculated critical temperature(s) shall be indicated clearly within the resultant output generated by the QWS Platform. This includes all notes and assumptions relevant to the calculation(s).

F. Cellular Beams Calculations

F1. Service Functionality

- F1.1 In order to access the Cellular Beam service, the User must select Expert CB calculation as the source of the estimation as one of its Opted-In Services via the QWS Platform.
- F1.2 The User shall enter the number of cellular beam members across the estimate.
- F1.3 The User acknowledges that PFPS will cross-check the declared number of cellular beams against the uploaded file(s). In the event of any discrepancy, PFPS will query this by email with the User and this may result in a delay to having the results returned to the User and/or may incur a change to the associated Fee.
- F1.4 The Cellular Beam calculation service comprises the provision of a service for the benefit of the User to allow for the determination of a cellular beam's failure criteria and associated fire protection thickness.
- F1.5 The calculation performs a detailed structural analysis and adopts the principles set out in SCI RT1356 and is only relevant for composite I-sections subject to bending, exposed to fire on 3-sides.

F2. User's Obligations

- F2.1 Within the uploaded file(s), the User shall clearly indicate the key metrics for undertaking the calculation and shall be familiar with these inputs. An overview of these metrics is available on the QWS Platform.
- F2.2 The User acknowledges that PFPS will cross-check the content of the uploaded file(s). In the event of any discrepancy, PFPS will query this by email with the User and this may result in a delay to having the results returned to the User.
- F2.3 The User acknowledges that in the absence of key metrics being made available, PFPS may make conservative assumptions.
- F2.4 The User shall review the output results and any associated notes within a reasonable timeframe to familiarise themselves with all approaches taken.
- F2.5 The User acknowledges that all notes and approaches to determine the critical temperatures are passed to the relevant person(s) within the contract chain, or as requested otherwise.
- F2.6 The User acknowledges that detailed structural engineering output reports are not a standard resultant output of the QWS Platform.

F2.7 The User acknowledges that PFPS accepts no liability or responsibility for any misinterpretation or error associated with the determination or calculation of a cellular beam.

F3. PFPS's Obligations

F3.1 PFPS shall use reasonable endeavours to calculate the structural analysis of all relevant cellular beam members within 5 Business Days.

E3.2 PFPS shall use in-house calculation software that has been subject to an independent review. The User acknowledges that PFPS are under no obligation to disclose the nature or content of this review.

E3.4 The calculated fire protection thicknesses shall be indicated clearly within the resultant output generated by the QWS Platform. This includes all notes and assumptions relevant to the calculation(s).