CAPPFINITY STANDARD TERMS

These Standard Terms are legally binding on the parties and shall govern all Statements of Work ("SOWs") executed by the Client for Cappfinity Limited ("Cappfinity") software or services. The Client should read these Standard Terms carefully before entering into any SOWs.

(A)   Cappfinity has developed the Software and the Services for use by Cappfinity's clients.

(B)   The Client wishes to use the Software and receive the Services and Cappfinity has agreed to allow the Client to use the Software and to provide the Client with the Services subject to the General Terms and Conditions (Exhibit A) and:

- where Professional Services are being provided under a SOW, the Professional Services Terms (Exhibit B);
- where Software is being provided under a SOW, the Software Licence (Exhibit C); and
- where Support Services are being provided under a SOW, the Software Support Terms (Exhibit D),

which together make up the "**Standard Terms**".

These Standard Terms and a SOW (together, the "**Agreement**") are a legal agreement between the Client and Cappfinity for the Services and use of the Software. Cappfinity grants the Client to right to use the Software and to receive the Services on the basis of this Agreement.

Exhibit A: General Terms and Conditions

(A)   Cappfinity has developed the Software and is able to provide the Services.

(B)   The Client wishes to use the Software and receive the Services and Cappfinity has agreed to provide the Client with the Services and use of the Software.

(C)   Cappfinity and the Client agree as follows:

AGREED TERMS

1.   Definitions

"**Business Day**" means any day which is not a Saturday, Sunday or a public holiday in the UK;

"**Charges**" means the charges which the Client shall pay to Cappfinity in accordance with this Agreement which are specified in each SOW;

"**Client Data**" means the data and content inputted by the Client or individual users of the Software including any Client Materials which are inputted or used in respect of the Services;

"**Client Default**" has the meaning given in clause 5.4 of this Exhibit A;

"**Client Materials**" means the Client's name, trademarks, branding, content and all other materials and documentation provided by the Client (whether owned by the Client or its licensors);

"**Confidential Information**" means information that is proprietary or confidential and is either clearly labelled as such or ought reasonably to be treated as confidential by virtue of its nature or the nature of its disclosure;

"**Daily Fee Rate**" means the daily fee rate, if any, as set out in a SOW;

"**Documentation**" means the documentation describing the Software's functionality that is provided by Cappfinity for users of the Software as updated from time to time to incorporate updates to the Software;

"**Development Programme Materials**" means all documents, materials, and any other items provided to the Client by Cappfinity as part of a development or other training programme

"**Effective Date**" means the date of entry into this Agreement by the parties as set out in the SOW;

"**Force Majeure Event**" has the meaning given in clause 13 of this Exhibit A;

"**Intellectual Property Rights**" means patents, petty patents, utility models, trademarks, design rights, applications for any of the foregoing, copyright, moral rights, database rights, semi-conductor topography rights, trade or business names, whether registrable or otherwise, (including applications for and the right to apply for registration of any such rights), and any similar rights in any country whether currently existing or created in the future, in each case for their full term, together with any renewals or extensions;

"**Normal Business Hours**" means 9:00am to 5:00pm local UK time, each Business Day;

"**Professional Services**" means any Consultancy Services or Set Up and Configuration Services specified in a SOW, to which Exhibit B (Services Terms) applies;

"**Services**" means together the Professional Services and the Support Services;

"**Software**" means the Cappfinity software specified in a SOW;

"**SOW**" means a Statement of Work attached to these Standard Terms or which otherwise references these Standard Terms;

"**Specification**" means any specification applicable to the Software referred to in a SOW;

"**Support Services**" means Cappfinity's standard customer support services or software support services otherwise agreed between the parties, to which Exhibit D (Software Support Terms) applies;

"**Term**" means the term of this Agreement, as specified in the SOW; and

"**Virus**" means anything or device 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.

2. Services

2.1 The Services and access to the Software will only be provided to the Client subject to the Client's compliance with these Standard Terms and payment of the Charges when due under this Agreement.

2.2 Cappfinity shall have the right to make any changes to the Services and/or Software which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services and/or Software, and Cappfinity shall notify the Client in any such event.

2.3 Cappfinity shall provide the Services in accordance with good industry practice and skill and shall use all reasonable endeavours to meet any performance dates for Services specified in a SOW.

3. Client data

3.1 The Client shall own all right, title and interest in and to all of the Client Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Client Data including any consents, access rights, or licences which are necessary for uploading, use and processing of the Client Data by the Software and for the provision of the Services.

3.2 The Client is fully liable if the Client Data infringes any third-party rights (including Intellectual Property Rights) or does not comply with applicable law, and accordingly, the Client shall indemnify, defend and hold harmless Cappfinity for all claims and losses related to such infringement and/or illegality.

3.3 If Cappfinity on its own or through any third party has notice that any Client Data is in violation of any law or infringes third party rights (including any Intellectual Property Rights), Cappfinity shall have the unfettered right to immediately suspend access to such data without prior notice and without liability to the Client.

4. Data Protection

4.1 Cappfinity shall process any personal data in respect of which the Client is the controller in accordance with Cappfinity's Data Processing Agreement which can be found at

https://cappfinity.com/documents/policies/Cappfinity-Data-Processing-Agreement.docx

4.2 Cappfinity and the Client shall have the rights and obligations set out in the Data Processing Agreement.

5. Client's obligations

5.1 The Client acknowledges that Cappfinity's ability to provide the Services is dependent upon the timely co-operation of the Client (which the Client agrees to provide), as well as the accuracy of the applicable SOW and any information the Client provides to Cappfinity. Accordingly, the Client shall provide, in a timely manner, access to and use of information and documentation reasonably required for the performance by Cappfinity of its obligations under this Agreement.

5.1.1 The Client shall provide Cappfinity with such information and materials, including job descriptions and person specifications, as Cappfinity may reasonably require in order to supply the Services, and ensure that such information is accurate in all material respects.

5.2 Where the Client requests Services to be performed on Client premises, without prejudice to the foregoing, the Client shall:

5.2.1 provide Cappfinity with access to the Client's premises, office accommodation and other facilities as needed to perform the Services;

5.2.2 prepare the Client's premises to Cappfinity's reasonable satisfaction for the supply of the Services; and

5.2.3 obtain and maintain all necessary licences and consents and comply with all relevant legislation in relation to the Services and the premises at which they are to be provided.

5.3 If Cappfinity's performance of any of its obligations under this Agreement is unreasonably prevented or unreasonably delayed by any act of the Client, or failure by the Client to perform any known relevant obligation ("Client Default"):

5.3.1 Cappfinity shall without limiting its other rights or remedies have the right to suspend performance of the Services and access to the Software until the Client remedies the Client Default, and to rely on the Client Default to relieve it from the performance of any of its obligations to the extent the Client Default prevents or delays Cappfinity's performance of any of its known obligations; and

5.3.2 Cappfinity shall not be liable for any unforeseen costs or losses sustained or incurred by the Client arising directly from Cappfinity's failure or delay to perform any of its obligations as set out in clause 5.2.

6. Charges and payment

6.1 The Client shall pay the Charges to Cappfinity in accordance with the payment terms specified in the

SOW. All invoices will be due 30 days from date of invoice unless otherwise specified in the SOW.

6.2 All amounts due under this Agreement are exclusive of value added tax or sales tax if applicable (which shall be paid in addition to the Charges by the Client).

6.3 Cappfinity shall be entitled to increase the Charges with effect from the start of each anniversary of the Effective Date by serving no less than 30 days' written notice to the Client. The rate of the annual increase will not exceed the increase in the UK Office for National Statistics' All-Items Retail Price Index for the United Kingdom without the prior consent on the Client.

6.4 If the Client does not pay any undisputed invoice or materially breaches the terms of this Agreement, Cappfinity shall be entitled without liability, upon 30 days written notice to the Client, to suspend Client's access to the Services. If the amounts invoiced remain unpaid at the expiration of such period Cappfinity may terminate this Agreement. In the case of termination or suspension of Services, Cappfinity reserves the right to impose a reasonable reconnection charge if the Client wishes to resume its use of the Services.

7. Proprietary rights

7.1 The Client acknowledges and agrees that Cappfinity and/or its licensors own all Intellectual Property Rights in the Software, Services, Documentation, and Development Programme Materials. Except as expressly stated herein, this Agreement does not grant the Client any rights to, or in, any Intellectual Property Rights or any other rights or licences in respect of the Software or the Services.

7.2 The Client acknowledges that, in respect of any third-party Intellectual Property Rights, the Client's use of any such Intellectual Property Rights is conditional on Cappfinity obtaining a written licence from the relevant licensor on such terms as will entitle Cappfinity to license such rights to the Client.

8. Confidentiality

8.1 A party's Confidential Information shall not be deemed to include information that:

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

8.1.2 was in the other party's lawful possession before the disclosure;

8.1.3 is lawfully disclosed to the receiving party by a third party without restriction on disclosure;

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

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

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

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

8.4 This clause 8 shall survive termination of this Agreement, however arising.

9. Liability and Indemnities

9.1 Cappfinity shall defend, indemnify and hold harmless the Client, its officers, directors and employees against any claim, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) that the Services infringe Intellectual Property Rights, and shall indemnify the Client for any amounts awarded against the Client in judgment or settlement of such claims, provided that:

9.1.1 Cappfinity is given prompt notice of any such claim;

9.1.2 the Client provides reasonable co-operation to Cappfinity in the defence and settlement of such claim, at Cappfinity's expense; and

9.1.3 Cappfinity is given sole authority to defend or settle the claim.

9.2 In the defence or settlement of any claim, Cappfinity may procure the right for the Client to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate this Agreement on 20 Business Days' notice to the Client without liability to the Client. In the event of termination any fees pre-paid that relate to any period post termination will be re-funded within seven Business Days of termination.

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

9.3.1 any Client Data;

9.3.2 a modification of the Services by anyone other than Cappfinity (or a third party authorised by Cappfinity); or

9.3.3 the Client's use of the Services in a manner contrary to the instructions given to the Client by Cappfinity in writing; or

9.3.4 the Client's use of the Services after notice of the alleged or actual infringement from Cappfinity or any appropriate authority.

9.4 The foregoing and clause 10.4.2 states the Client's sole and exclusive rights and remedies, and Cappfinity's (including Cappfinity's employees', agents' and sub-contractors') entire obligations and

liability, for infringement of any Intellectual Property Rights.

10. Limitation of liability

10.1 This clause 10 sets out the entire financial liability of Cappfinity (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Client:

10.1.1 arising under or in connection with this Agreement;

10.1.2 in respect of any use made by the Client of the Services or any part of them; and

10.1.3 in respect of any representation, statement or tortious act or omission arising under or in connection with this Agreement.

10.2 Nothing in this Agreement excludes or limits the liability of Cappfinity:

10.2.1 for death or personal injury caused by Cappfinity's negligence; or

10.2.2 for fraud or fraudulent misrepresentation; or

10.2.3 in respect of any matter which cannot be limited or excluded by applicable law.

10.3 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 this Agreement.

10.4 Subject to clause 10.2:

10.4.1 Neither party shall be liable for any indirect, incidental, consequential, special or exemplary damages or lost profit, even if such party has been advised of the possibility of such damages; and

10.4.2 each party's total aggregate liability (including in respect of the indemnity at clause 9.1) for any loss or damages resulting from any claims, demands, or actions arising out of or relating to this Agreement shall not exceed the full value for all Charges paid for the services in the 12 months immediately preceding the date on which the claim arose (save in respect of any breach of the DP Policy which shall be limited to the greater of:

(a) the full value for all Charges paid for the services in the 12 months immediately preceding the date on which the claim arose; and

(b) £1,000,000).

11. Term and termination

11.1 This Agreement shall, unless otherwise terminated as provided in this clause 11, commence on the Effective Date and shall continue for the Term, unless:

11.1.1 Client notifies Cappfinity of its decision to terminate in accordance with the terms of the SOW; or

11.1.2 otherwise terminated in accordance with the provisions of this Agreement.

11.2 Without limiting its other rights or remedies, each party may terminate this Agreement with immediate effect by giving written notice to the other party if:

11.2.1 the other party commits a material breach of this Agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or

11.2.2 the other party becomes subject to any of the events listed in (a) to (c) below;

(a) goes into administration or liquidation;

(b) becomes insolvent or has an administrator, receiver or similar officer appointed in respect of all or part of its undertaking (or is the subject of a filling with any court for the appointment of such officer); or

(c) makes or attempts to make a compromise with its creditors.

11.3 On termination of this Agreement for any reason:

11.3.1 all licences granted under this Agreement shall immediately terminate;

11.3.2 the Client shall return all Documentation, materials and any deliverables which have not been fully paid for. Until they have been returned, the Client shall be solely responsible for their safe keeping and will only use them for any purpose connected with this Agreement;

11.3.3 Cappfinity may destroy any of the Client Data in its possession after giving reasonable notice of its intention to the Client;

11.3.4 the Client shall immediately pay to Cappfinity all of Cappfinity's outstanding unpaid and undisputed invoices and interest and, in respect of Services supplied, which are undisputed in writing by Client, but for which no invoice has been submitted, Cappfinity shall submit an invoice, which shall be payable by the Client immediately on receipt;

11.3.5 the accrued rights of the parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination, shall not be affected or prejudiced; and

11.3.6 clauses which expressly or by implication have effect after termination shall continue in full force and effect.

12. Publicity and advertising

12.1 Other than as provided herein, either party may otherwise use the name, trade name, logos, trademarks, icons, service marks, or other proprietary identifying symbols of the other party in any press release, public statement, advertising, signage, marketing materials, brochures, or other materials in any medium, to include the internet, with the other party's prior written consent. Any such permitted use shall comply with the guidelines or restrictions provided by the other party. A party may revoke consent at any time for any reason upon written notice

to the other party. The foregoing notwithstanding, in the event that either party is required to make a public disclosure in order to comply with legal or regulatory requirements, the disclosing party will provide the other party with reasonable advanced notice of such required disclosure.

13. Force majeure

Neither party shall be liable in damages for any delay or default in performing hereunder if such delay or default is caused by unforeseeable conditions, but not limited to acts of god, government restrictions (including the denial or cancellation of any export or other necessary licence), wars, insurrections, fire, flood, failure of the internet, failures or delays of suppliers, or unavoidable or uncontrollable natural disasters beyond the reasonable control of the party whose performance is affected (a "**Force Majeure Event**"). Any party claiming a Force Majeure Event as an excuse for non-performance shall have the burden of proving proximate cause, that reasonable steps were taken to minimise the delay and damages caused by events when known, and that the other party was timely notified of the likelihood or actual occurrence which is claimed as grounds for a defence under this clause 13. The impacted party shall give written notice of the event to the other party at the earliest possible time. If the delay or failure by a party to perform its obligations due to a Force Majeure Event lasts more than 15 calendar days, either party has the option to immediately terminate that SOW and a refund of all pre-paid fees from the date of the Force Majeure Event.

14. Waiver

14.1 A waiver of any right under this Agreement is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

14.2 Unless specifically provided otherwise, rights arising under this Agreement are cumulative and do not exclude rights provided by law.

15. Severance

15.1 If a court or any other competent authority finds that any provision of this Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of this Agreement shall not be affected.

15.2 If any invalid, unenforceable or illegal provision of this Agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

16. Entire agreement

Except in respect of any fraudulent misrepresentation, this Agreement constitutes the entire understanding between the Parties relating to the subject matter of this Agreement and supersedes all prior or contemporaneous representations, writings, negotiations or understandings, either written or oral, relating to the subject matter of this Agreement. Unless otherwise specified, in the event of any conflict between these Standard Terms and a SOW, these Standard Terms shall prevail. Cappfinity shall be entitled to amend the Support Services Policy, the Specification and the DP Policy from time to time

17. Assignment and Subcontracting

17.1 Cappfinity may subcontract any of its obligations under this Agreement but shall remain liable for any subcontracted obligations.

17.2 Either party may, upon receipt of written approval from the other party, assign any of its rights under this Agreement, as approved by the other party.

17.3 Any attempted assignment without the prior written approval of the other party, is void and without effect. A party's attempt to assign without prior written approval is a material breach of this Agreement.

18. No partnership or agency

Nothing in this Agreement is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

19. Third party rights

A person who is not a party to this Agreement shall not have any rights under or in connection with it. However, nothing is this Agreement is intended to limit the rights of individuals whose personal information is obtained by Cappfinity through the performance of the Services.

20. Notices

20.1 References in this Agreement to "in writing" shall be deemed to include email.

20.2 Notices shall be in writing and delivered to the other party at its postal or email address in the SOW (or any other address which it provides). All notices must be sent by one of the following methods: (i) by email, (ii) served personally on; or (iii) delivered by recognised overnight national delivery or courier service, charges prepaid, that obtains a signature at delivery and provides package tracking. Notices shall be deemed received upon actual receipt of notice. Either party may, by written notice as specified herein, designate a different person or address for purposes of receiving notices.

21. Variation

Except as set out in this Agreement, any variation, including the introduction of any additional terms and conditions, to this Agreement, shall only be binding when agreed in writing and signed by both parties.

22. Governing law and jurisdiction

22.1 This Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by, and construed in accordance with, the law of England.

22.2 The parties irrevocably agree that the courts of England and Wales have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

Exhibit B: Professional Services Terms

1. Client Co-operation

1.1 Without prejudice to its other obligations under these Standard Terms, the Client shall reasonably co-operate with Cappfinity in all matters relating to the Professional Services.

2. Changes

2.1 If for any reason the Client wishes to reduce the level of Professional Services set out in a SOW, then the Client must give Cappfinity 90 days' notice in writing to Cappfinity to that effect. During the notice period Cappfinity will continue to deliver the Services as per the SOW unless otherwise agreed in writing between Client and Cappfinity. Where the Client chooses to exercise its right under this Clause 2.1, Cappfinity shall be entitled to payment of fees for any work done (the amount of such fees to be calculated at Cappfinity's reasonable discretion), for which Cappfinity shall raise an invoice.

2.2 If the Client has given written notice in accordance with clause 2.1 and Cappfinity has agreed to vary the Professional Services then in the case of cancellation of any scheduled workshop, webinar, coaching session, assessment, or other similar activity (Cancelled Services), the Client will pay to Cappfinity as a genuine pre-estimate of the loss of profits of Cappfinity the cancellation charges as follows:

2.2.1 if the Client provides Cappfinity with 30 days or more written notice, then no cancellation charge is payable by the Client to Cappfinity;

2.2.2 if the Client provides Cappfinity between 15 and 30 days' written notice, then Cappfinity will charge the Client for half the price of the Cancelled Services

2.2.3 if the Client gives less than 15 days' written notice then Cappfinity will charge the Client for the full price of the Cancelled Services

3. Charges and Payment for Services

3.1 If the parties agree to the provision of any additional Services which are not set out in a SOW, the Charges for such additional Services shall be on a time and materials basis and calculated in accordance with the Daily Fee Rate, as set out in the most recent SOW as may be amended in accordance with Clause 6.3. If no Daily Fee Rate is set out in the SOW, then Cappfinity's standard rates for Professional Services then in force will apply.

3.2 Cappfinity shall be entitled to charge the Client for expenses incurred by Cappfinity personnel in providing the Services. Travel expenses must comply with the Client's organisational travel policies.

Exhibit C: Software Licence

1. Definitions

"**Scope of Licence**" means the scope of the licence referred to in this Exhibit C, as set out in a SOW; and "**Warranty Period**" has the meaning given in clause 7.1 of this Exhibit C.

2. Licence Grant

2.1 The Client shall have the right to access and use the Software within the Scope of Licence. The Client may cancel this software licence at any time but shall not be entitled to a refund of Charges paid in respect of this software licence (such proportion of the total Charges paid to be determined where necessary by Cappfinity, acting reasonably and at its discretion).

2.2 The Client shall not knowingly access, store, distribute or transmit any Viruses, or any material as part of its use of the Services that are illegal, unlawful, defamatory or infringe the rights of any third party and shall ensure that the Client's use of the Software is in accordance with applicable laws and does not infringe any third-party rights.

2.3 The Client shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Software and, in the event of any such unauthorised access or use, promptly notify Cappfinity.

3. Third Party Software and Content

3.1 The Client acknowledges that the Services may enable or assist it to access the content of third parties and that it does so solely at its own risk. Cappfinity makes no representation or commitment and shall

have no liability or obligation whatsoever in relation to such content.

3.2 Cappfinity acknowledges that it has the authority to grant to the Client the right to use the third-party software that is required for the Services contemplated under this Agreement.

4. Ownership

4.1 This Exhibit C confers no title or ownership and is not a sale of any rights in the Software.

5. Client Data

5.1 If the Client requests the return or recovery of Client Data, Cappfinity may agree to return or (if it can) recover such data but only upon the Client paying Cappfinity the Daily Fee Rate for undertaking such work.

6. Licence Restrictions

6.1 The Client may not exceed the number of licences, agents, tiers, nodes, seats or other use restrictions or authorisations agreed to and paid for by the Client. Some Software may require licence keys or contain other technical protection measures. The Client acknowledges that Cappfinity may monitor the Client's compliance with the restrictions set out in this Exhibit C remotely, or otherwise.

7. Warranty

7.1 Cappfinity warrants that the Software will conform to the Specification in all material respects the Term of the Agreement (the "**Warranty Period**"). Cappfinity shall use commercially reasonable efforts to correct any failure in the Software to conform to its Specification during the Warranty Period, which shall be the Client's sole and exclusive remedy during the Warranty Period.

7.2 Clause 7.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to Cappfinity's instructions, or modification or alteration of the Services by any party other than Cappfinity or Cappfinity's duly authorised contractors or agents without Cappfinity's consent.

7.3 Notwithstanding the foregoing, Cappfinity 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.

7.4 The Client shall ensure that each individual user of the Services who accesses and uses the Software on behalf of or when under the direction or control of the Client, shall use the Software in accordance with the terms and conditions of this Agreement and shall be responsible for any breach of this Agreement which is caused by an individual user of the Software.

Exhibit D: Software Support Terms

1. Support Services

1.1 Cappfinity shall provide the Client with the Support Services during Normal Business Hours in accordance with Cappfinity's Support Services Policy in effect at the time that the Services are provided. Cappfinity may amend the Support Services Policy in its sole and absolute discretion from time to time. The Client may purchase additional support services separately at Cappfinity's then current rates.