

Membership Terms and Conditions (“T&Cs”).



Scopism Ltd. Registered
office: Unit A, 82 James
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7DE

Company number: 10104266

UK VAT number 249728659

EU VAT number EU372015661

1 Incorporation of these T&Cs.

- 1.1 These T&Cs represent an offer by Scopism to enter into a contract (the **Membership Contract**) with the Member subject to the terms of these T&Cs. This offer is deemed to be accepted, and a contract between the Member and Scopism becomes legally binding, when the Member's Membership Fee has been received by Scopism in cleared funds, or for renewing Members, the later of when the Member's Membership Fee has been received by Scopism and one year from the date of entering into the immediately preceding Membership Contract (the **Membership Start Date**). These T&Cs prevail over any other terms that preceded the formation of these T&Cs, or that purport to vary these T&Cs following such formation, unless specifically agreed by Scopism and the Member in a written variation agreement.
- 1.2 The Member will be given login credentials so as to give the Member access to the benefits available in the Member's Portal. The benefits available depend upon the Member Headcount Tier detailed in the Member Benefits table in clause 3.
- 1.3 The Member hereby warrants and represents that the information submitted by the Member when completing Scopism's online Membership application form is true in all material respects and not misleading. Breach of this warranty shall (unless merely trivial) constitute a Material Breach of the Membership Contract.
- 1.4 The Membership Contract begins on the Membership Start Date and continues until midnight on the day before the first anniversary of the Membership Start Date (the **Expiry Date**). Scopism will (subject to clause 0) send a written email reminder to the Member approximately 90 days before the Expiry Date inviting the Member to renew its Membership on Scopism's then current terms and conditions of Membership.
- 1.5 Scopism is not obliged to offer renewal and may elect to decline to renew the Membership Contract in its absolute discretion.

2 Definitions Used in these T&Cs.

2.1 In these T&Cs, the words and expressions in the left-hand column of the table below have the meanings set out opposite in the right-hand column.

AI Functionality	Includes artificial intelligence, machine learning, natural language processing, computer vision, automated speech recognition, automated planning and scheduling, neural networks, statistical learning algorithms, large language models or similar technology (which includes, but is not limited to ChatGPT, Bard, Bing AI, DALL-E, GitHub CoPilot, Stable Diffusion, Midjourney, ModelScope or similar software application or technology).
BoK	The Scopism Body of Knowledge and accompanying guides and compendiums (including the translations of the same) that set out SIAM best practice as updated and modified from time to time by Scopism and released under a new version number which is published in the SIAM Community.
BoK Licence	The “ Creative Commons Attribution Non-commercial No Derivatives 4.0 International Public Licence ” set out in full in the BoK.
Brand Guidelines	The guidelines for the use of the Membership Badge including instructions for the formats, colours, instructions for placement and associated rules for use published by Scopism from time to time.
Commercial BoK Licence	The extended, limited licence of the BoK granted in clause 3.5.
Content Contribution	Member's rights to contribute to SIAM best practice from time to time (following invitation from Scopism).
Core Member Benefits	Those benefits to which all Members are given access (subject to the licence restrictions applicable to each benefit detailed in clause 4) being: ▪ Membership Badge ▪ Member's Directory Listing ▪ Toolkits & Templates ▪ Commercial BoK Licence ▪ Content Contribution ▪ Provider Q&A
Expert Support Call	A video (or audio) conference call for a maximum of 50 minutes with a SIAM expert to seek SIAM related advice, which may include regional, industry or topic specific expertise, where available.
Insolvent	(i) calling a meeting of creditors (ii) becoming the subject of a report or proposal to creditors, application, petition, arrangement or order under the Insolvency Act 1986 (unless for the purpose of a solvent restructuring, amalgamation or merger); (iii) the appointment of a receiver; (iii) the enforcement of any security by a charge holder or mortgagee (iv) becoming subject to distress, process, execution or a charging order over property; or (v) any analogous process in any other jurisdiction and Insolvency bears a corresponding meaning.

IPR	Patents, rights to inventions, copyright and related rights, moral rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights in each case whether registered or unregistered and including all applications and rights to apply for and be granted renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world and Scopism IPR means all IPR in the BoK and any other materials supplied or made available by Scopism to the Member under the Membership Contract.
Material Breach	Any breach of these T&Cs that is more than merely trivial and might reasonably be considered to (i) deprive a party of the substantial benefit of the clause or obligation upon which the allegation of breach is based; or (ii) result in actual or potential losses (including consequential losses, damage to goodwill or reputation, whether foreseeable or otherwise and, in addition, any misrepresentation that leads to a similar result.
Membership Badge	The right to use the Scopism SIAM Directory Member logo in accordance with the licencing terms and Brand Guidelines on the Member Portal to promote its Scopism SIAM Directory Membership.
Membership Fee	The subscription fee paid by the Member to Scopism to become (or remain as) a Member.
Member Relationship Manager	Is defined in clause 4.1.
Member's Directory Listing	The information provided by the Member on Scopism's website alongside all other Scopism SIAM Directory Members which enables the Member to promote their Organisation to Scopism's SIAM Community and wider potential customers.
Member Portal	The portal identified as such on Scopism's website https://portal.scopism.com/
Member's Personnel	Includes employees, consultants and sub-contractors that have written contracts with the Member for the performance of services for or on behalf of the Member.
Provider Q&A	Scopism's quarterly SIAM question and answer panel.
Scopism Website	https://www.scopism.com/
SIAM Community	Scopism's worldwide network of SIAM professionals, consultants and Scopism SIAM Assured organisations.

SIAM Foundation and Professional Certifications	The EXIN SIAM TM Foundation and EXIN SIAM TM Professional certifications.
SIAM Essentials Licence	Access to Scopism's SIAM Essentials eLearning course for an individual to watch the content.
SIAM Maturity Assessment Licence	Scopism's SIAM Maturity Assessment web-based tool for a user authorised by Member to conduct a maturity assessment of a unique SIAM deployment.
Toolkits & Templates	The SIAM tools and templates (with their associated terms of use) available via the Member Portal

- 2.2 The expression “reasonable efforts” means using all reasonable efforts fulfil an obligation, acting in good faith and to a standard reasonably to be expected from a highly skilled and qualified technology and service integration professional.
- 2.3 The word “person” means any natural person or organisation.
- 2.4 The word “organisation” includes companies limited by shares or guarantee, limited or unlimited liability partnerships and incorporated or unincorporated associations.
- 2.5 The expression “business day” means any weekday excluding statutory holidays in England and Wales.
- 2.6 Words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 2.7 Where these T&Cs obliges the parties' representatives to meet, the obligation may be satisfied by meeting by video or teleconference.
- 2.8 Where these T&Cs provide for an indemnity from an indemnifying party to an indemnified party: (i) the indemnity will subsist (and remain enforceable by the indemnified against the indemnifying party) for the full term of the Membership Contract (including renewals) and for a period of 6 (six) years following termination from any cause; (ii) the indemnified party will (notwithstanding the indemnity) be under a duty to mitigate its losses; and (iii) the indemnifying party shall have no liability under the indemnity for any unforeseeable or consequential losses.

3 Membership Benefits and Licensing.

- 3.1 In consideration of the Membership Fee, every Member will be entitled to the Core Member Benefits, and in addition, those benefits listed in the Table below that are included within the Member's Headcount Tier. The member may purchase additional units of the items comprising the Member Benefits for additional payment.

Member Headcount Tier	Member Benefits (per year) based on Member Headcount Tier	Minimum Certification requirements for Member's Personnel
1-2 Member Personnel	▪ 2 Expert Support Calls ▪ 5 SIAM Essentials Licenses ▪ 1 SIAM Maturity Assessment Licences	1 person holds SIAM Foundation certification

Member Headcount Tier	Member Benefits (per year) based on Member Headcount Tier	Minimum Certification requirements for Member's Personnel
3-10 Member Personnel	▪ 4 Expert Support Calls ▪ 10 SIAM Essentials Licenses ▪ 2 SIAM Maturity Assessment Licences	2 people hold SIAM Foundation certification
11-25 Member Personnel	▪ 6 Expert Support Calls ▪ 15 SIAM Essentials Licenses ▪ 3 SIAM Maturity Assessment Licences	4 people hold SIAM Foundation certification, and 1 person holds SIAM Professional certification
26-100 Member Personnel	▪ 12 Expert Support Calls ▪ 30 SIAM Essentials Licenses ▪ 5 SIAM Maturity Assessment Licences	8 people hold SIAM Foundation certification and 2 people hold SIAM Professional certification
101-249 Member Personnel	▪ 24 Expert Support Calls ▪ 50 SIAM Essentials Licenses ▪ 10 SIAM Maturity Assessment Licences	15 people hold SIAM Foundation certification and 5 people hold SIAM Professional certification

- 3.2 The Member will use all reasonable efforts to ensure that the Member's Personnel achieve at least the minimum certification requirements applicable to the Member Headcount Tier that the Member subscribes to within 3 calendar months of the Membership Start Date and will promptly provide such evidence to Scopism as Scopism reasonably requires demonstrating that the Member has met the minimum certification requirements.
- 3.3 If, notwithstanding the Member's reasonable efforts, the Member has not met the minimum certification requirements in the timescales required under clause 3.2 then Scopism may, in its discretion, allow an extension of time provided it is satisfied that the Member has a viable strategy to achieve such requirements within an extended timescale agreed by Scopism.
- 3.4 The Member is entitled to request Scopism to provide the products and services set out in the Annex (and at Scopism's discretion any new products or services published on Scopism's website from time to time) at a 10% discount to Scopism's prevailing prices.
- 3.5 Scopism hereby grants the Member the following licences:
- 3.5.1 **BoK Commercial Licence:** Expanded exploitation rights in relation to the BoK (and the prohibition on commercial exploitation in the BoK Licence will not apply to the Member to the extent permitted in this clause 3.5): the right and licence to: (i) copy, distribute and incorporate the BoK into client communications; work product; consultancy; sales and marketing; tender responses; and end client solutions (provided always that such reproduction incorporates an express acknowledgement of attribution of Scopism's ownership of the Scopism IPR and references the version number of the BoK from which the content was reproduced). Scopism also grants the Member's clients a perpetual, royalty free licence to the BoK materials within those deployed solutions, provided always that such reproduction incorporates an express acknowledgement of attribution of Scopism's ownership of the BoK and references the version number of the BoK from which the content was reproduced. Except as expressly set out in this clause 3.5: (i) the BoK Licence will apply to the Member's use of the BoK in full; and (ii) the licence in this clause 3.5 terminates automatically on termination or expiry of the Membership Contract.

- 3.5.2 **SIAM Essentials Licence:** The Member may provide Scopism's access code to any person e.g. staff, client, or potential client but this licence does not grant the Member rights to re-sell or to extract Scopism IPR. The Member will be liable for additional licence fees if the maximum number of licences permitted for the Member's Headcount Tier is exceeded.
- 3.5.3 **SIAM Maturity Assessment Licence:** The Member must only authorise users who are suitably qualified to undertake SIAM maturity assessments. Draft assessments may be saved, but content may not be deleted to undertake an assessment of a different unique SIAM deployment. Member may extract the content of the Scopism SIAM Maturity Assessment report output and reproduce this in a different format (e.g. for a client format, or a client presentation) provided that the Scopism logo in the Scopism SIAM Maturity Assessment report is reproduced in the Member modified format to have the same prevalence as the Member's name or logo.
- 3.3 Scopism warrants and represents that the Scopism IPR is owned by Scopism or its licensors and that the Member's use of Scopism's IPR within the scope of the licences granted under clause 3.5 will not infringe IPR owned by a third party.
- 3.4 The design of the Membership Badge and the Scopism IPR represents valuable Intellectual Property owned by Scopism. Scopism retains the exclusive right to authorise or prohibit the direct or indirect, temporary or permanent reproduction of the Scopism IPR by any means and in any form, in whole or in part. Scopism reserves all rights, title and interest in all Scopism IPR and Scopism does not grant any rights in respect of the Scopism IPR except to the limited extent expressly set out in these T&Cs.
- 3.5 IPR in Content Pieces and in any jointly prepared documents may be published by either party in the form of reports and case studies to be made available to (in Scopism's case) the SIAM Community and SIAM prospects or (in the Member's case) to its clients and prospects. Joint IPR published by Scopism must be in anonymised form such that neither Confidential Information nor the identity of the Member's clients is disclosed unless with the prior express written consent of the Member and mutual agreement upon the form of attribution to be given alongside such published information. Where the Member utilises Joint IPR, it shall attribute Scopism as a contributor in the form: "*Produced in collaboration with Scopism*". The provisions of this clause survive termination of these T&Cs for any reason.
- 3.6 Scopism shall grant access to the Member Portal to manage the information within the Member's Directory Listing and access toolkits and templates and other resources made available by Scopism from time to time. Scopism will use reasonable efforts to ensure that the Member Portal is live at all times, but Scopism relies on third parties for web hosting, cloud storage and internet communications (and on occasion the Member Portal may have to be closed for planned maintenance or urgent security updates and patches). Accordingly, Scopism gives no guarantee that the Member Portal will be 100% available.
- 3.7 Scopism reserves the right to:
- 3.7.1 modify (or withdraw) specific SIAM tools and templates within Toolkits & Templates; and/or
 - 3.7.2 modify the content of SIAM Essentials eLearning course; and/or
 - 3.7.3 modify the content of the SIAM Maturity Assessment.

4 [Member's Obligations](#)

- 4.1 The Member Relationship Manager identified by the Member as part of their Membership application shall be responsible for: i) communicating the Member Portal login credentials provided

by Scopism to Member's Personnel; and ii) administrating the Member Contract on behalf of the Member as described in the Member Contract, including acting as the Member's recipient for any contract notices issued by Scopism. The Member may change their Member Relationship Manager by notifying Scopism at contact@scopism.com from time to time.

- 4.2 The Member hereby permits Scopism to use the Member's name and logo on the Scopism Website (subject to compliance with the Member's reasonable requirements in terms of size, placement, colours, layout and fonts) and in its communications to the SIAM Community and for promotional purposes.
- 4.3 The Member will use all reasonable endeavours to ensure the Member's Directory Listing is truthful and not misleading and does not contain any Personal Data within the terms of GDPR.
- 4.4 The Member is solely responsible for ensuring that the Member's selection and deployment of Scopism tools and documentation is appropriate for each particular use case, and any guidance that is given by Scopism, whether in such tools and documentation or in any communication from Scopism, is intended to be for general guidance only and any such guidance is offered "as-is" and without any warranty.
- 4.5 The Member must install and maintain up to date anti-virus and anti-malware software from a recognised provider with real time scanning enabled and must ensure that viruses or malware are not communicated or uploaded onto the Member Portal and Scopism Website.
- 4.6 The Member shall pay Scopism invoices for fees connected with this Membership Contract within 30 days of receipt.

5 Liability and Indemnity

- 5.1 Except in respect of any express indemnities set out in these T&Cs, each party's entire liability to the other for all claims arising during the Term based on a party's breach of any term or condition of these T&Cs or its subject matter, in negligence or otherwise is limited to the Membership Fee.
- 5.2 Neither party is liable for losses caused by anything outside of its reasonable control.
- 5.3 Nothing in this Agreement excludes or limits liability arising from death or personal injury caused by negligence, fraud (including fraudulent misrepresentation), or from a party's or wilful default or gross negligence. In this clause the expression: (i) gross negligence means a failure by a party (by act or omission) to exercise reasonable care and skill in performing or failing to perform an obligation, to the extent that such party demonstrates indifference to, or a serious disregard for, a reasonably foreseeable risk; and (ii) wilful misconduct means a deliberate act or omission which is contrary to or goes beyond the conduct to be expected of a party, where that party knows that, or is reckless to the fact that, such act or omission is contrary to or goes beyond the conduct to be reasonably expected.
- 5.4 The limitations and exclusions of liability in this clause 5 survive the termination or expiry of these T&Cs.
- 5.5 Scopism will, at its own expense, defend the Member or (at Scopism's option) settle any claim or action brought against the Member alleging that the Member's use of the Scopism IPR in accordance with the terms of this contract infringes the IPR of a third party (a **Claim**). Scopism indemnifies the Member against any reasonable losses, damages, costs (including reasonable legal fees and any applicable taxes) and expenses incurred by or awarded against the Member as a result of or in connection with any such Claim. The indemnity in this clause does not apply to the extent that the Claim in question is attributable to the use of the Scopism IPR by the Member other than in accordance with the terms of these T&Cs.
- 5.6 The Member hereby indemnifies Scopism from and against any reasonable losses, damages, costs

(including reasonable legal fees and any applicable taxes) and expenses incurred by Scopism as the result of any breach by the Member of: (i) the terms of any licences of IPR granted by Scopism to the Member under the Membership Contract; (ii) breach of the Member's warranties and representations in clause 1.3 and (iii) breach of clause 4.5.

6 Change and Disputes

- 6.1 Either party may, by giving written notice to the other at any time during the term of Contract: (i) request a change to the scope of these T&Cs; or (ii) identify any impacts arising from any scope assumptions made during pre-contract discussions and the actual scope of delivery required under these T&Cs (a **Change Request**).
- 6.2 The parties will use their respective reasonable endeavours to agree the scope of any Change Request and any impact on the Membership Fee within 10 business days of the date of the Change Control Notice. In default of agreement, the Change Request shall be referred in accordance with clause 6.3.
- 6.3 If any disagreement, dispute or complaint (**Dispute**) arises under this Contract, either party may refer the Dispute by sending a written notice (a **Dispute Notice**) to the Member Relationship Manager, or contact@scopism.com. The Dispute Notice shall set out in reasonable detail the nature of the Dispute. The Member Relationship Manager and a Scopism Director will each use their reasonable endeavours to meet and resolve the matter in good faith.
- 6.4 If the parties are still unable to settle the Dispute to their mutual satisfaction within a further 20 business days, then either party may refer the matter to the Courts under clause 8.10.

7 Termination

- 7.1 Either party may terminate the Agreement immediately without liability to the other and without prejudice to any other rights or remedies to which the parties may be entitled if: (i) the other party commits a Material Breach which is either not capable of remedy or is not remedied within 30 days of a notice to the party in breach setting out the breach and the steps required to remedy it; or (ii) the other party is Insolvent.
- 7.2 Notwithstanding the termination of these T&Cs, or the expiry of the Term of these T&Cs, any provision of these T&Cs that is expressly or impliedly intended to survive termination will (unless another period is specified in that provision) remain legally binding on the parties for 6 years following termination.
- 7.3 Immediately following termination of the Agreement for any reason:
 - 7.3.1 Scopism will terminate the Member's Credentials and remove the Member's access to the Member Portal.
 - 7.3.2 Scopism's permission to use the Member's name and logo will terminate and Scopism will remove such identifying information from the Scopism Website.
- 7.4 Following the date of termination, the cross-licence granted by the parties to each other in relation to Joint IPR will continue on a royalty-free, worldwide basis in perpetuity.
- 7.5 Any circumstances, reasons or justifications behind any lawful termination of these T&Cs shall remain confidential as between the parties, and neither party will publish any announcement or press release concerning the termination of these T&Cs beyond the bare fact that it is no longer in force. In particular, neither party will publish (whether orally or in writing) anything that could reasonably be considered as being damaging to the other party's reputation.

8 General

- 8.1 Neither party will issue any public announcement, press release or similar communication without the prior written approval of the other party. Membership does not imply any endorsement of the Member by Scopism and the Member must not state or imply that Scopism endorses the Member, or

its products and services.

8.2 Both parties will keep the other party's Confidential Information secret and use best efforts to:

8.2.1 Prevent unauthorised disclosure.

8.2.2 Not use the other party's Confidential Information for any purpose other than to fulfil its obligations under these T&Cs.

8.2.3 Only disclose Confidential Information to those of its employees, contractors and professional advisors who need such access for purposes consistent with this Membership Contract and who are bound (whether contractually or by virtue of professional obligations) in terms equivalent to those contained in this Membership Contract.

The obligations of confidence in this clause survive the termination or expiry of these T&Cs for any reason.

8.3 These T&Cs, and any documents referred to in it, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.

8.4 Each party acknowledges and agrees that (other than as set out in clause 1.3) in entering into these T&Cs it has not relied on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether a party or a third party) other than as expressly set out in these T&Cs.

8.5 Neither party will, without the prior written consent of the other, assign, transfer, charge, or deal with all or any of its rights or obligations under these T&Cs (such consent not to be unreasonably withheld or delayed).

8.6 Scopism is entitled to sub-contract any of its obligations under these T&Cs to a third party but shall remain liable for any acts and omissions of any such sub-contractor.

8.7 Communications or notices under these T&Cs may be sent by electronic communication including email provided that delivery will not automatically be deemed to have taken place unless the communication is acknowledged by non-automated reply or read receipt. This clause applies to Dispute Notices but does not apply to the service of formal legal proceedings.

8.8 The Membership Contract is not intended to, and does not, confer any rights on any third party under the Contracts (Rights of Third Parties) Act 1999 or any analogous legislation in any other jurisdiction in the world.

8.9 The Membership Contract, 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 shall be construed in accordance with, the law of England.

8.10 The parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Membership Contract or its subject matter or formation (including non-contractual disputes or claims). Nothing in this clause shall operate to prevent either party from issuing proceedings for injunctive relief to protect a party's IPR or the confidentiality of any Confidential Information in any other jurisdiction.

ANNEX: Scopism Products and Services

- Additional expert support calls
- Additional SIAM Essentials licenses
- Additional SIAM Maturity Assessment licences
- Bid support
- Resource augmentation
- Executive briefings
- Ad hoc advisory/consultancy
- Case study/whitepaper creation
- Co-branded virtual/face to face events
- Event sponsorship
- Additional services – ITSM assessment/ITSM consultancy
- Request other products and services