

SAAS SERVICE LICENCE AGREEMENT

THIS AGREEMENT is made between:

- (1) **4GLOBAL CONSULTING LIMITED** incorporated and registered in England and Wales with company number 04574194 whose registered office is at Building 3 Chiswick Park, 566 Chiswick Park Road, London W4 5YA (the "**Company**"); and
- (2) The entity on behalf of which this Agreement is accepted by the Master User (the "**Client**").

These are the terms on which the Client agrees to receive the Services from the Company. These terms form a binding legal contract, so please ensure that you have read and understood them in full before accepting.

IT IS HEREBY AGREED:

1. INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause apply in this Agreement.

"Agreement": this Agreement and all schedules or annexes attached to it or referred to in its contents.

"Authorised Users": an individual authorised by the Client to use its Instance of the Services, whether that individual accesses the Services using an individually named account or otherwise.

"Benchmarking Services": services which involve enabling the Client to compare data relating to its own services and operations against equivalent data provided by similar organisations and/or organisations active in similar sectors to the Client, with a view to enabling the Client to gauge how its performance compares to the performance of third parties.

"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": shall be as defined in section 1124 of the Corporation Tax Act 2010, and the expression **change of control** shall be construed accordingly.

"Client Data": the data inputted by the Client, Authorised Users, or the Company on the Client's behalf for the purpose of using the Services or facilitating the Client's use of the Services or the data otherwise provided by the Client to the Company through the use of another product or service (which may include without limitation the Company's 'Data Hub' Product). The parties acknowledge and agree that this may include Personal Data.

"Confidential Information": information that is proprietary or confidential and is either clearly labelled as such or falls under clause 10.

“Data Controller”: shall have the meaning of ‘data controller’ set out in section 1(1) of the DPA and, from the time of its implementation into law in England and Wales the meaning set out in Article 4(7) of the GDPR or the equivalent provision of any enabling legislation.

“Data Processor”: shall have the meaning of ‘data processor’ set out in section 1(1) of the DPA and, from the time of its implementation into law in England and Wales the meaning of ‘processor’ set out in Article 4(8) of the GDPR or the equivalent provision of any enabling legislation

“DPA”: the Data Protection Act 2018.

“Data Protection Legislation” or **“DPL”**: means all applicable laws, regulations and codes of conduct which relate to the protection of Personal Data and privacy including without limitation the DPA, the PECR, and from the time of its implementation in England and Wales, the GDPR, and such legislation as may update, implement, amend and/or succeed them from time to time.

“Data Use Agreement”: an agreement which may be entered into between the parties to this Agreement which regulates the transfer and processing of Personal Data (nothing in this definition shall exclude the possibility of there being several such agreements entered into between the two parties which, respectively, relate to different types or categories of Personal Data).

“Direct Marketing Services”: means services which involve the contacting of individuals by the Company for the purposes of directing to those individuals of marketing communications which take the form of e-mail, SMS text messages, or telephone calls.

“Documentation”: the documentation relating made available to the Client by the Company online via the platform or another web address notified by the Company to the Client from time to time.

“Effective Date”: the date on which this Agreement is accepted by the Client.

“GDPR”: means Regulation (EU) 2016/679 and/or such legislation as may give effect to its terms in England and Wales

“Initial Subscription Term”: the initial term of this Agreement which shall be one year.

“Instance”: the individual version of the Service offered to the Client, which may or may not be customised in order to meet specific needs notified by the Client or to reflect changes to the settings made by the Client.

“Master Account”: means the account registered by the Client during setup of their Instance, which shall have administrator privileges in respect of that Instance and any lower level accounts generated for individual Authorised Users which may use that Instance.

"Normal Business Hours": 9.00 am to 5.30 pm local UK time, each Business Day.

"PECR": means the Privacy and Electronic Communications Regulations 2003, or such legislation as may update, replace or amend them from time to time

"Personal Data": has the meaning set out in section 1(1) of the DPA and, from the time of its implementation into law in England and Wales the meaning set out in Article 4(1) of the GDPR, and for the purposes of this Agreement shall be used solely to refer to Personal Data shared by Client to Company for the purposes of performing the Services.

"processing" or "process": have the meaning set out in section 1(1) of the DPA and, from the time of its implementation into law in England and Wales the meaning of 'processor' set out in Article 4(2) of the GDPR

"Quarter": one of the quarter periods of 3 months ending on 31 March, 30 June, 30 September and 31 December in each calendar year.

"Renewal Term": the period described in clause 13.1.

"Service Levels" means the levels of performance to which the Services are to be provided to the Customer by the Company as set out in Company's service Level Agreement (at www.datahubclub.com/docs/SLA.pdf).

"Services": the subscription services provided by the Company to the Client under this Agreement via <http://www.datahubclub.com> or any other website notified to the Client by the Company from time to time, as described more thoroughly on the guidance page within the platform..

"Software": the software used by the Company in order to provide the Services.

"Special Category Data": has the meaning set out in section 2 of the DPA and, from the time of its implementation into law in England and Wales the meaning set out in Article 9(1) of the GDPR, and for the purposes of this Agreement shall be used solely to refer to Special Category Data shared by Client to Company for the purposes of performing the Services.

"Subscription Term": has the meaning given in clause 13.1 (being the Initial Subscription Term together with any subsequent Renewal Terms).

"User Subscription": a subscription which entitles an Authorised User to access and use the Services and the Documentation in accordance with this agreement.

"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, schedule and paragraph headings shall not affect the interpretation of this Agreement.
- 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 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this Agreement.
- 1.8 A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this Agreement under that statute or statutory provision.
- 1.9 A reference to writing or written includes faxes but not e-mail.
- 1.10 References to clauses and schedules are to the clauses and schedules of this Agreement; references to paragraphs are to paragraphs of the relevant schedule to this Agreement.

2. SUBSCRIPTIONS

- 2.1 Subject to the payment by the Client of the Subscription Fees, the restrictions set out in this clause 2 and the other terms and conditions of this Agreement, the Company hereby grants to the Client a non-exclusive, non-transferable right to permit Authorised Users to use the Services and the Documentation during the Subscription Term.
- 2.2 In relation to the Authorised Users, the Client undertakes that:
 - 2.2.1 where Authorised Users are provided with individual accounts or logons that it will not allow or suffer any User Subscription to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the Services and/or Documentation;
 - 2.2.2 each Authorised User shall keep a secure password for his use of the Services and Documentation and that each

Authorised User shall keep any individual password and/or other associated logon details issued to them confidential;

2.2.3 it shall maintain a written, up to date list of current Authorised Users and provide such list to the Company within 5 Business Days of the Company's written request at any time;

2.2.4 it shall permit the Company to audit its records and systems in order to establish the name and password of each Authorised User. Such audit may be conducted no more than once per Quarter, at the Company's expense, and this right shall be exercised with reasonable prior notice, in such a manner as not substantially to interfere with the Client's normal conduct of business;

2.2.5 if any of the audits referred to in clause 2.2.4 reveal that any password has been provided to any individual who is not an Authorised User, then without prejudice to the Company's other rights, the Client shall promptly disable such passwords and the Company shall not issue any new passwords to any such individual and the Company will be entitled to charge additional Subscription Fees to reflect any use of the Services in excess of the rights hereby granted; and

2.2.6 it accepts personal liability for all actions by Authorised Users as if they were its own.

2.3 The Client shall not access, store, distribute or transmit any Virus, or any material during the course of its use of the Services that:

2.3.1 is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;

2.3.2 facilitates illegal activity;

2.3.3 depicts sexually explicit images;

2.3.4 promotes unlawful violence;

2.3.5 is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or

2.3.6 in a manner that is otherwise illegal or causes damage or injury to any person or property;

and the Company reserves the right, without liability or prejudice to its other rights to the Client, to disable the Client's access to any material that breaches the provisions of this clause and, without notice, to suspend its use of the Services.

2.4 The Client shall not:

- 2.4.1 except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties:
 - 2.4.1.1 and except to the extent expressly permitted under this Agreement, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means; or
 - 2.4.1.2 attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or
- 2.4.2 access all or any part of the Services and Documentation in order to build a product or service which competes with the Services and/or the Documentation; or
- 2.4.3 use the Services and/or Documentation to provide services to third parties; or
- 2.4.4 subject to this clause 2 and 21.1, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Documentation available to any third party except the Authorised Users, or
- 2.4.5 attempt to obtain, or assist third parties in obtaining, access to the Services (or the results of the Service) and/or Documentation, other than as provided under clause 9 and the other terms of this Agreement.

2.5 The Client shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify the Company.

2.6 The rights provided under this clause 2 are granted to the Client only, and shall not be considered granted to any subsidiary or holding company of the Client.

3. SERVICES

3.1 The Company shall, in consideration of receipt of Client Data during the Subscription Term, provide the Services to the Client on and subject to the terms of this Agreement.

3.2 The Company shall use commercially reasonable endeavours to ensure that the Services will, subject to clause 12.5, be provided to the levels of performance specified in the Service Levels.

3.3 The Company may, in consideration for the receipt of Client Data, as part of the Services and at no additional cost to the Client, provide the Client with customer support services in accordance with the Service Levels. The Client

may purchase enhanced support services separately at the Company's then current rates.

- 3.4 The Client accepts that the Company shall have the right to amend the Services and/or Service Levels at any time by posting an updated Statement of the Service's function, or an updated Service Level on its website.

4. CLIENT DATA

- 4.1 The Client hereby grants to the Company an exclusive, sub-licensable, non-transferable perpetual, irrevocable, fully paid-up right and licence to use the Client Data for the provision of the Services and for the Company's business operations, including without limitation the right to use the Client Data to produce aggregated reports for third parties and to enable it to provide consultancy and other services to third parties as it sees fit, and the Client warrants that it has and will maintain all necessary licences, consents, and permissions necessary to grant the rights under this clause 4.3.
- 4.2 The Company shall not be responsible for any loss, destruction, alteration or disclosure of Client Data caused by any third party (except any third parties sub-contracted by the Company to perform services related to Client Data maintenance and back-up).
- 4.3 The parties recognise that one or more Data Use Agreements have been entered into between them which regulate the transfer and processing of certain categories of Personal Data. Where those Data Use Agreements apply their terms shall prevail over the terms of this Agreement.
- 4.4 The Company may authorise a third party (sub-contractor) to process the Personal Data provided that the sub-contractor's contract is on terms which are substantially the same as those set out in this Agreement and terminates automatically on termination of this Agreement for any reason.

Direct Marketing Services

- 4.5 Where any element of the Services involves the provision of Direct Marketing Services then the Client shall ensure that it has taken all steps necessary to ensure that it is lawfully permitted to instruct the Company to perform those Direct Marketing Services.
- 4.6 In particular, and further to clause 4.5, where the Client provides the Company with any list or database of individuals which it wishes the Company to direct e-mail and/or SMS text messages ("**Communications**") to, it shall;
- 4.6.1 ensure that all of the individuals identified in such a list have given to the Client their explicit consent to be contacted by the Client with Communications;
 - 4.6.2 ensure that, if any individual named on such a list withdraws their consent to be contacted with Communications, that it shall notify the Company immediately, clearly identifying the individual which has so

withdrawn their consent and requesting that that individual cease to be contacted with Communications;

4.6.3 only instruct the Company to send lawful Communications to individuals.

4.7 The Client recognises that the Services contain functionality which enable the Client to manage and restrict the provision of data which relates to individual contact details to the Company at any time. The Company will only send a Communication to an individual which has been identified to it by the Client and where the Client has instructed it to send that particular Communication.

Benchmarking Services

4.8 Where any element of the Services involves the provision of Benchmarking Services the Client acknowledges that Client Data which it provides to the Company will be used not only to measure the Client's activities against similar organisations and/or against trends in its sector of operations, but will also be used to allow such organisations to measure their performance against the Client (either individually, or as part of a holistic benchmarking of a sector).

4.9 While the datasets used to provide Benchmarking Services do not involve the sharing with third parties of Personal Data provided by the Client, the anonymised datasets which may be shared are derived from Personal Data.

4.10 The Client recognises that the Services contain functionality which enable the Client to limit and restrict the granularity of the Customer Data which is made available to third parties that may use Benchmarking Services. Accordingly, the Client may use such functionality in order to limit third parties from viewing various aspects of its data which, purely by way of example, may include functionality to enable the Client to prevent third parties from being able to view data relating to individual sites and venues operated by the Client.

5. THIRD PARTY WEBSITES

The Client acknowledges that the Services may enable or assist it to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that it does so solely at its own risk. The Company makes no representation or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by the Client, with any such third party. Any contract entered into and any transaction completed via any third-party website is between the Client and the relevant third party, and not the Company. The Company recommends that the Client refers to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. The Company does not endorse or approve any third-party website or the content of any of the third-party website accessible via the Services.

6. COMPANY'S OBLIGATIONS

- 6.1 The Company undertakes that the Services will be performed substantially in accordance with the Documentation and with reasonable skill and care save where otherwise expressly provided for by this Agreement.
- 6.2 The undertaking at clause 6.1 shall not apply to the extent of any non-conformity which is caused by use of the Services contrary to the Company's instructions, or modification or alteration of the Services by any party other than the Company or the Company's duly authorised contractors or agents. If the Services do not conform to the foregoing undertaking, the Company will, at its expense, use all reasonable commercial endeavours to correct any such non-conformity promptly, or provide the Client with performance work-around. Such correction or substitution constitutes the Client's sole and exclusive remedy for any breach of the undertaking set out in clause 6.1. Notwithstanding the foregoing, the Company:
- 6.2.1 does not warrant that the Client's use of the Services will be uninterrupted or error-free; or that the Services, Documentation and/or the information obtained by the Client through the Services will meet the Client's requirements; and
 - 6.2.2 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 Client acknowledges that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 6.3 This Agreement shall not prevent the Company 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 this Agreement.
- 6.4 The Company warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this Agreement.
- 6.5 The Company shall take reasonable steps to ensure the reliability of all its employees who have access to the Personal Data.

7. CLIENT'S OBLIGATIONS

- 7.1 The Client shall:
- 7.1.1 provide the Company with:
 - 7.1.1.1 all necessary co-operation in relation to this Agreement; and
 - 7.1.1.2 all necessary access to such information as may be required by the Company;

in order to provide the Services, including but not limited to Client Data, security access information and configuration services;

- 7.1.2 comply with all applicable laws and regulations with respect to its activities under this Agreement;
- 7.1.3 carry out all other Client responsibilities set out in this Agreement in a timely and efficient manner. In the event of any delays in the Client's provision of such assistance as agreed by the parties, the Company may adjust any agreed timetable or delivery schedule as reasonably necessary;
- 7.1.4 ensure that the Authorised Users use the Services and the Documentation in accordance with the terms and conditions of this Agreement and shall be responsible for any Authorised User's breach of this Agreement;
- 7.1.5 obtain and maintain all necessary licences, consents, and permissions necessary for the Company, its contractors and agents to perform their obligations under this Agreement, including without limitation the provision of the Services;
- 7.1.6 ensure that its network and systems comply with the relevant specifications provided by the Company from time to time;
- 7.1.7 be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to the Company's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Client's network connections or telecommunications links or caused by the internet.

8. CHARGES AND PAYMENT

- 8.1 The Client shall pay the Subscription Fees to the Company in advance instalments as specified in the Documentation for the duration of the Subscription Term.
- 8.2 If the Company has not received payment on the due date, and without prejudice to any other rights and remedies of the Company:
 - 8.2.1 the Company may, without liability to the Client and without prejudice to its rights to receive Subscription Fees during and for such period, disable the Client's password, account and access to all or part of the Services for Authorised Users and the Company shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and
 - 8.2.2 interest shall accrue on a daily basis on such due amounts at an annual rate equal to 3% over the then current base lending rate of the Company's bankers in the UK from time

to time, commencing on the due date and continuing until fully paid, whether before or after judgment.

8.3 All amounts and fees stated or referred to in this agreement:

8.3.1 shall be payable in pounds sterling;

8.3.2 are, subject to clause 12.4.2, non-cancellable and non-refundable;

8.3.3 are exclusive of value added tax, which shall be added to the Company's invoice(s) at the appropriate rate.

8.4 The Client recognises that the Company shall have the right to amend the Service Charges at any time and that such changes shall be effective from the date that they are posted on its website.

9. PROPRIETARY RIGHTS

9.1 The Client acknowledges and agrees that the Company and/or its licensors own all intellectual property rights in the Services and the Documentation. Except as expressly stated herein, this Agreement does not grant the Client 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 the Services or the Documentation.

9.2 The Company confirms that it has all the rights in relation to the Services and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this Agreement.

10. CONFIDENTIALITY

10.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under this Agreement. A party's Confidential Information shall not be deemed to include information that:

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

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

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

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

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

10.2 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 this Agreement.

- 10.3 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.
- 10.4 Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.
- 10.5 The Client acknowledges that details of the Services, and the results of any performance tests of the Services, constitute the Company's Confidential Information.
- 10.6 The Company acknowledges that the Client Data is the Confidential Information of the Client.
- 10.7 This clause 10 shall survive termination of this Agreement, however arising.
- 10.8 No party shall make, or permit any person to make, any public announcement concerning this Agreement without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

11. INDEMNITY

- 11.1 The Client shall defend, indemnify and hold harmless the Company its officers, directors and employees against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Client's use of the Services and/or Documentation in breach of any term of this Agreement.
- 11.2 The Company shall defend the Client, its officers, directors and employees against any claim that the Services or Documentation infringes any patent effective as of the Effective Date or copyright, trade mark, database right or right of confidentiality, and shall indemnify the Client for any amounts awarded against the Client in judgment or settlement of such claims, provided that:
 - 11.2.1 the Company is given prompt notice of any such claim;
 - 11.2.2 the Client makes no admission of liability or offer to settle in respect of the Claim;
 - 11.2.3 the Client provides reasonable co-operation to the Company in the defence and settlement of such claim, at the Company's expense; and
 - 11.2.4 the Company is given sole authority to defend or settle the claim and the Client makes no admission or settlement in respect thereof.
- 11.3 In the defence or settlement of any claim, the Company 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 2 Business Days' notice to the Client without any additional liability or obligation to pay liquidated damages or other additional costs to the Client.

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

11.4.1 a modification of the Services or Documentation by anyone other than the Company; or

11.4.2 the Client's use of the Services or Documentation in a manner contrary to the instructions given to the Client by the Company; or

11.4.3 the Client's use of the Services or Documentation after notice of the alleged or actual infringement from the Company or any appropriate authority.

11.5 The foregoing and clause 12.4.2 states the Client's sole and exclusive rights and remedies, and the Company's (including the Company's employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.

12. LIMITATION OF LIABILITY

12.1 This clause 12 sets out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Client:

12.1.1 arising under or in connection with this Agreement;

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

12.1.3 in respect of any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.

12.2 Except as expressly and specifically provided in this Agreement:

12.2.1 the Client assumes sole responsibility for results obtained from the use of the Services and the Documentation by the Client, and for conclusions drawn from such use. The Company shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to the Company by the Client in connection with the Services, or any actions taken by the Company at the Client's direction;

12.2.2 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; and

12.2.3 the Services and the Documentation are provided to the Client on an "as is" basis.

12.3 Nothing in this Agreement excludes the liability of the Company for:

12.3.1 death or personal injury caused by the Company's negligence;

12.3.2 fraud or fraudulent misrepresentation;

12.3.3 breach of the obligations implied by Section 12 Sale of Goods Act 1979 or Section 2 Supply of Goods and Services Act 1982; or

12.3.4 any other liability which cannot be excluded by law.

12.4 Subject to clause 12.2 and clause 12.3:

12.4.1 the Company shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, failure to make anticipated savings, wasted management time or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this Agreement; and

12.4.2 the Company's total aggregate liability in contract (including in respect of the indemnity at clause 11.2), tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited to £100,000.

12.5 The Company shall not be liable for any interruptions to the Services arising directly or indirectly from:

12.5.1 interruptions to the flow of data to or from the internet;

12.5.2 changes, updates or repairs to the Software subject to the Company striving to minimise the interruptions/outages that may be caused by such change;

12.5.3 the effects of the failure or interruption of services provided by third parties;

12.5.4 the factors set out in Clause 14;

12.5.5 any actions or omissions of the Client (including, without limitation, breach of the Client's obligations set out in this Agreement) or any third parties;

12.5.6 problems with the Client's equipment and/or third party equipment; or

12.5.7 interruptions to the Services requested by the Client.

13. TERM AND TERMINATION

13.1 This agreement shall commence on the Effective Date and shall continue for the Initial Subscription Term at the end of which it shall automatically be renewed for a period of one year (a "**Renewal Term**") without notice, unless, no later than 30 prior to the end of the Initial Subscription Term (or any then current Renewal Term) either party provides written notice to the other that it wishes for the Agreement to terminate, whereby the Agreement shall terminate at the conclusion of the Initial Subscription Term or the then Current Renewal Term as applicable.

13.2 Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:

13.2.1 the other party commits a material breach of any other term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;

13.2.2 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;

13.2.3 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;

13.2.4 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;

13.2.5 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;

- 13.2.6 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;
 - 13.2.7 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;
 - 13.2.8 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 14 days;
 - 13.2.9 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 13.2.2 to clause 13.2.8 (inclusive);
 - 13.2.10 the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
 - 13.2.11 there is a change of control of the other party.
- 13.3 The Company shall be entitled to terminate this Agreement immediately and without penalty or liability in the event that the Client breaches any term of a relevant Data Use Agreement.
- 13.4 The Company is entitled to terminate this Agreement at any time immediately and without penalty or liability if it withdraws its services from general use or for any other reason it considers necessary.
- 13.5 On termination of this Agreement for any reason:
- 13.5.1 all licences granted under this Agreement shall immediately terminate;
 - 13.5.2 each party shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party;
 - 13.5.3 the Company may destroy or otherwise dispose of any of the Client Data in its possession unless the Company receives, no later than ten days after the effective date of the termination of this Agreement, a written request for the delivery to the Client of any back-up of the Client Data (albeit, for the avoidance of doubt, the Client shall not be obligated to back-up Client Data). The Company shall use reasonable commercial endeavours to deliver the back-up (if any) to the Client within 30 days of its receipt of such a written request, provided that the Client has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination).

The Client shall pay all reasonable expenses incurred by the Company in returning or disposing of Client Data; and

- 13.5.4 any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination shall not be affected or prejudiced.

14. FORCE MAJEURE

The Company shall have no liability to the Client under this Agreement if it is prevented from or delayed in performing its obligations under this 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 the Company 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 suppliers or sub-contractors, provided that the Client is notified of such an event and its expected duration.

15. CONFLICT

If there is an inconsistency between any of the provisions in the main body of this Agreement and the Schedules, the provisions in the main body of this Agreement shall prevail.

16. VARIATION

No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

17. WAIVER

No failure or delay by a party to exercise any right or remedy provided under this 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.

18. RIGHTS AND REMEDIES

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

19. SEVERANCE

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

- 19.2 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.

20. ENTIRE AGREEMENT

- 20.1 This agreement, 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.
- 20.2 Each of the parties acknowledges and agrees that in entering into this 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.

21. ASSIGNMENT

- 21.1 The Client shall not, without the prior written consent of the Company, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.
- 21.2 The Company may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.

22. NO PARTNERSHIP OR AGENCY

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

23. THIRD PARTY RIGHTS

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

24. NOTICES

- 24.1 Any notice required to be given under this Agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its address set out in this Agreement, or such other address as may have been notified by that party for such purposes, or sent by fax to the other party's fax number as set out in this Agreement.
- 24.2 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 fax shall be deemed to have been received at the time of transmission (as shown by the timed printout obtained by the sender).

25. GOVERNING LAW

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

26. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

This agreement shall commence on the Effective Date.