SEQO LTD

SAAS TERMS

1.   INTERPRETATION

1.1   The definitions and rules of interpretation in this clause apply in these SaaS Terms.

"Applicable Laws"	all applicable laws, statutes, regulations and codes from time to time in force.
"Authorised Users"	those employees, agents and independent contractors of the Customer who are authorised by the Customer to use the Services and the Documentation, as further described in clause 2.2.4.
"Back-up Policy"	the Supplier's policy for providing back-up and archiving in relation to the Services as made available at the link set out in the Contract Details or such other website address as may be notified to the Customer from time to time.
"Business Day"	a day other than a Saturday, Sunday or public holiday in Northern Ireland when banks in Belfast 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 interpreted accordingly.
"Confidential Information"	information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 11.1.
"Contract Details"	the Contract Details which are signed by the Supplier and any respective customer which incorporate these SaaS Terms.
"Customer Data"	the data inputted by the Customer, Authorised Users, or the Supplier on the Customer's behalf for the purpose of using the Services or facilitating the Customer's use of the Services.
"Documentation"	the document(s) made available to the Customer by the Supplier online via the link set out in the Contract Details or such other web address notified by the Supplier to the Customer from time to time which sets out a description of the Services and the user instructions for the Services.
"Effective Date"	the effective date set out in the Contract Details or, if no such date is given, the date of this Contract.
"Heightened Cybersecurity Requirements"	any laws, regulations, codes, guidance (from regulatory and advisory bodies. Whether mandatory or not), international and national standards, industry schemes and sanctions, which are applicable to either the Customer or an Authorised User (but not the Supplier) relating to security of network and information systems and security breach and incident reporting requirements, which may include the cybersecurity Directive ((EU) 2016/1148), Commission Implementing Regulation ((EU) 2018/151), the Network and Information systems Regulations 2018 (SI 506/2018), all as amended or updated from time to time.
"Initial Subscription Term"	the initial term of this Contract as set out in the Contract Details.
"Normal Business Hours"	9.00 am to 5.00 pm local UK time, each Business Day.
"Renewal Period"	the period described in clause 14.1.
"Serious Fraud Office"	UK government department that investigates and prosecutes serious and complex fraud, bribery, and corruption in England, Wales, and Northern Ireland.
"Services"	has the meaning given in the Contract Details.
"Software"	the online software applications provided by the Supplier as part of the Services.

"Subscription Fees"	the subscription fees payable by the Customer to the Supplier for the User Subscriptions, as set out in paragraph **Error! Reference source not found.** of the "*Subscription Fees and Support Fees for Initial Subscription Term*" and paragraph **Error! Reference source not found.** of the "*Subscription Fees and Support Fees for Renewal Period*" sections of the Contract Details.
"Supplier"	SEQO Ltd (Registered No. NI695853).
"Subscription Term"	has the meaning given in clause 14.1 (being the Initial Subscription Term together with any subsequent Renewal Periods).
"Support Services Policy"	the Supplier's policy for providing support in relation to the Services as made available at the link set out in the Contract Details or such other website address as may be notified to the Customer from time to time.
"User Subscriptions"	the user subscriptions purchased by the Customer pursuant to clause 9.1 which entitle Authorised Users to access and use the Services and the Documentation in accordance with this Contract.
"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.
"Vulnerability"	a weakness in the computational logic (for example, code) found in software and hardware components that when exploited, results in a negative impact to the confidentiality, integrity, or availability, and the term "**Vulnerabilities**" shall be interpreted accordingly.

1.2   Clause and paragraph headings shall not affect the interpretation of these SaaS Terms.

1.3   A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns.

1.4   A reference to a company includes any company, corporation or other body corporate, wherever and however incorporated or established.

1.5   Unless the context otherwise requires, words in the singular includes the plural and in the plural includes the singular.

1.6   Unless the context otherwise requires, a reference to one gender includes 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 Contract.

1.8   A reference to a statute or statutory provision includes all subordinate legislation made as at the date of this Contract under that statute or statutory provision.

1.9   A reference to **writing** or **written** includes email but not fax.

1.10   References to clauses are to the clauses of these SaaS Terms.

1.11   References to paragraphs are to the paragraphs of the Contract Details.

2.   USER SUBSCRIPTIONS

2.1   Subject to the Customer purchasing the User Subscriptions in accordance with clause 3.3 and clause 9.1, the restrictions set out in this clause 2 and the other terms and conditions of this Contract, the Supplier hereby grants to the Customer a non-exclusive, non-transferable right and licence, without the right to grant sublicences, to permit the Authorised Users to use the Services and the Documentation during the Subscription Term solely for the Customer's internal business operations.

2.2   In relation to the Authorised Users, the Customer undertakes that:

2.2.1   the maximum number of Authorised Users that it authorises to access and use the Services and the Documentation shall not exceed the number of User Subscriptions it has purchased from time to time;

2.2.2   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;

2.2.3   each Authorised User shall keep a secure password for their use of the Services and Documentation, that such password shall be changed no less frequently than once every six months and that each Authorised User shall keep their password confidential;

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

2.2.5   it shall permit the Supplier or the Supplier's designated auditor to audit the Services in order to establish the name and password of each Authorised User and the Customer's data processing facilities to audit compliance with this Contract. Each such audit may be conducted no more than once per quarter, at the Supplier's expense, and this right shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with the Customer's normal conduct of business;

2.2.6   if any of the audits referred to in clause 2.2.5 reveal that any password has been provided to any individual who is not an Authorised User, then without prejudice to the Supplier's other rights, the Customer shall promptly disable such passwords and the Supplier shall not issue any new passwords to any such individual; and

2.2.7   if any of the audits referred to in clause 2.2.5 reveal that the Customer has underpaid Subscription Fees to the Supplier, then without prejudice to the Supplier's other rights, the Customer shall pay to the Supplier an amount equal to such underpayment as calculated in accordance with the prices set out in paragraph **Error! Reference source not found.** of the "*Subscription Fees and Support Fees for Initial Subscription Term*" and paragraph **Error! Reference source not found.** of the "*Subscription Fees and Support Fees for Renewal Period*" sections of the Contract Details within 10 Business Days of the date of the relevant audit.

2.3   The Customer shall not access, store, distribute or transmit any Viruses, 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   is otherwise illegal or causes damage or injury to any person or property;

and the Supplier reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's access to any material that breaches the provisions of this clause.

2.4   The Customer shall not:

2.4.1   except as may be allowed by any Applicable Laws which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this Contract:

(a)   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

(b)   attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software or the Services; 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 clause 23.1, 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 and/or Documentation, other than as provided under this clause 2; or

2.4.6   introduce or permit the introduction of, any Virus or Vulnerability into the Services or the Supplier's network and information systems.

2.5   The Customer 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 Supplier.

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

3.   ADDITIONAL USER SUBSCRIPTIONS

3.1   Subject to clause 3.2 and clause 3.3, the Customer may, from time to time during any Subscription Term, purchase additional User Subscriptions in excess of the number set out in paragraph **Error! Reference source not found.** of the "*Subscription Fees and Support Fees for Initial Subscription Term*" and paragraph **Error! Reference source not found.** of the "*Subscription Fees and Support Fees for Renewal Period*" sections of the Contract Details and the Supplier shall grant access to the Services and the Documentation to such additional Authorised Users in accordance with the provisions of this Contract.

3.2   If the Customer wishes to purchase additional User Subscriptions, the Customer shall notify the Supplier in writing. The Supplier shall evaluate such request for additional User Subscriptions and respond to the Customer with approval or rejection of the request (such approval not to be unreasonably withheld). Where the Supplier approves the request, the Supplier shall activate the additional User Subscriptions within seven days of its approval of the Customer's request.

3.3   If the Supplier approves the Customer's request to purchase additional User Subscriptions, the Customer shall, within 30 days of the date of the Supplier's invoice, pay to the Supplier the relevant fees for such additional User Subscriptions as set out in paragraph **Error! Reference source not found.** of the "*Subscription Fees and Support Fees for Initial Subscription Term*" and paragraph **Error! Reference source not found.** of the *Subscription Fees and Support Fees for Renewal Period*" sections" section of the Contract Details and, if such additional User Subscriptions are purchased by the Customer part way through the Initial Subscription Term or any Renewal Period (as applicable), such fees shall be pro-rated from the date of activation by the Supplier for the remainder of the Initial Subscription Term or then current Renewal Period (as applicable).

4.   SERVICES

4.1   The Supplier shall, during the Subscription Term, provide the Services and make available the Documentation to the Customer on and subject to the terms of this Contract.

4.2   The Supplier shall use commercially reasonable endeavours to make the Services available 24 hours a day, seven days a week, except for:

4.2.1   planned maintenance carried out during the maintenance window of 10.00 pm to 2.00 am UK time; and

4.2.2   unscheduled maintenance performed outside Normal Business Hours, provided that the Supplier has used reasonable endeavours to give the Customer at least 6 Normal Business Hours' notice in advance.

4.3   The Supplier will, as part of the Services and at no additional cost to the Customer, provide the Customer with the Supplier's standard customer support services during Normal Business Hours in accordance with the Supplier's Support Services Policy in effect at the time that the Services are provided. The Supplier may amend the Support Services Policy in its sole and absolute discretion from time to time. The Customer may purchase enhanced support services separately, if available, at the Supplier's then current rates set out in paragraph **Error! Reference source not found.** of the "*Subscription Fees and Support Fees for Initial Subscription Term*" and paragraph **Error! Reference source not found.** of the "*Subscription Fees and Support Fees for Renewal Period*" sections of the Contract Details if applicable. Details of any enhanced support services will be set out in the Support Services Policy if applicable.

5.   DATA PROTECTION

Each party shall, at its own expense, ensure that it complies with and assists the other party to comply with the requirements of all applicable data protection and privacy legislation in force from time to time in the UK including the Data Protection Act 2018 (and regulations made thereunder), the retained EU law version of General Data Protection Regulation ((EU) 2016/679), the Privacy and Electronic

Communications Regulations 2003 (SI 2003/2426) and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party.

6. THIRD PARTY PROVIDERS

The Customer 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 Supplier makes no representation, warranty 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 Customer, with any such third party. Any contract entered into and any transaction completed via any third-party website is between the Customer and the relevant third party, and not the Supplier. The Supplier recommends that the Customer refers to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. The Supplier does not endorse or approve any third-party website nor the content of any of the third-party website made available via the Services.

7. SUPPLIER'S OBLIGATIONS

7.1   The Supplier shall perform the Services substantially in accordance with the Documentation and with reasonable skill and care.

7.2   The Supplier's obligations at clause 7.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to the Supplier's instructions, or modification or alteration of the Services by any party other than the Supplier or the Supplier's duly authorised contractors or agents. If the Services do not conform with the terms of clause 7.1, Supplier will, at its expense, use reasonable commercial endeavours to correct any such non-conformance promptly. Such correction constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 7.17.1.

7.3   The Supplier:

    7.3.1   does not warrant that:

        (a)   the Customer's use of the Services will be uninterrupted or error-free;

        (b)   that the Services, Documentation and/or the information obtained by the Customer through the Services will meet the Customer's requirements; or

        (c)   the Software or the Services will be free from Vulnerabilities or Viruses; or

        (d)   the Software, Documentation or Services will comply with any Heightened Cybersecurity Requirements;

    7.3.2   is not responsible for any delays, delivery failures, or any other loss or damage resulting from;

        (a)   the transfer of data over communications networks and facilities, including the internet; or

        (b)   any downtime, interruption, delay or other problem in the availability of the Services arising out of or in connection with any maintenance (scheduled or unscheduled) conducted or any other limitation, delay or other problem experienced by any third party provider on whose services the Supplier's Services rely (in whole or in part),

    and the Customer further acknowledges that the Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

7.4   This Contract shall not prevent the Supplier from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this Contract.

7.5   The Supplier warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this Contract.

7.6   The Supplier shall follow its archiving procedures for Customer Data as set out in its Back-Up Policy available at, as such document may be amended by the Supplier in its sole discretion from time to time. In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy against the Supplier shall be for the Supplier to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by the Supplier in accordance with the archiving procedure described in its Back-Up Policy. The Supplier shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party (except those third parties sub-contracted by the Supplier to perform services related to Customer Data maintenance and back-up for which it shall remain fully liable.

8. CUSTOMER'S OBLIGATIONS

8.1   The Customer shall:

8.1.1 provide the Supplier with:

(a) all necessary co-operation in relation to this Contract; and

(b) all necessary access to such information as may be required by the Supplier;

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

8.1.2 without affecting its other obligations under this Contract, comply with all Applicable Laws with respect to its activities under this Contract;

8.1.3 carry out all other Customer responsibilities set out in this Contract in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, the Supplier may adjust any agreed timetable or delivery schedule as reasonably necessary;

8.1.4 ensure that the Authorised Users use the Services and the Documentation in accordance with the terms and conditions of this Contract and shall be responsible for any Authorised User's breach of this Contract;

8.1.5 obtain and shall maintain all necessary licences, consents, and permissions necessary for the Supplier, its contractors and agents to perform their obligations under this Contract, including without limitation the Services;

8.1.6 ensure that its network and systems comply with the relevant specifications provided by the Supplier from time to time; and

8.1.7 be, to the extent permitted by law and except as otherwise expressly provided in this Contract, solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to the Supplier's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

8.2 The Customer shall own all right, title and interest in and to all of the Customer Data that is not personal data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Customer Data.

9. CHARGES AND PAYMENT

9.1 The Customer shall pay the Subscription Fees to the Supplier for the User Subscriptions in accordance with this clause 9 and the Contract Details and any applicable support fees in accordance with clause 4.3 and the Contract Details.

9.2 The Customer shall on the Effective Date provide to the Supplier valid, up-to-date and complete credit card details or approved purchase order information acceptable to the Supplier and any other relevant valid, up-to-date and complete contact and billing details and, if the Customer provides:

9.2.1 its credit card details to the Supplier, the Customer hereby authorises the Supplier to bill such credit card:

(a) on the Effective Date for the Subscription Fees payable in respect of the Initial Subscription Term; and

(b) subject to clause 14.1, on each anniversary of the Effective Date for the Subscription Fees payable in respect of the next Renewal Period;

9.2.2 its approved purchase order information to the Supplier, the Supplier shall invoice the Customer:

(a) on the Effective Date for the Subscription Fees payable in respect of the Initial Subscription Term; and

(b) subject to clause 14.1, at least 30 days prior to each anniversary of the Effective Date for the Subscription Fees payable in respect of the next Renewal Period,

and the Customer shall pay each invoice within 30 days after the date of such invoice.

9.3 If the Supplier has not received payment within 30 days after the due date, and without prejudice to any other rights and remedies of the Supplier:

9.3.1 the Supplier may, on no less than 5 Business Days' notice to the Customer and without liability to the Customer, disable the Customer's password, account and access to all or part of the Services and the Supplier shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and

9.3.2   interest shall accrue on a daily basis on such due amounts at an annual rate equal to 4% over the then current base lending rate of the Bank of England from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.

9.4   All amounts and fees stated or referred to in this Contract:

9.4.1   shall be payable in pounds sterling;

9.4.2   are, subject to clause 13.3.2, non-cancellable and non-refundable;

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

9.5   If, at any time whilst using the Services, the Customer's use of disk storage exceeds any limit specified in the Documentation or as otherwise notified by the Supplier from time to time, the Supplier may charge the Customer, and the Customer shall pay, the Supplier's then-current excess data storage fees. The Supplier's excess data storage fees current as at the Effective Date are set out in paragraph **Error! Reference source not found.** of the "*Subscription Fees and Support Fees for Initial Subscription Term*" and paragraph **Error! Reference source not found.** of the "*Subscription Fees and Support Fees for Renewal Period* "sections of the Contract Details.

9.6   The Supplier shall be entitled to increase the Subscription Fees, the fees payable in respect of the additional User Subscriptions purchased pursuant to clause 3.3, the support fees payable pursuant to clause 4.3 and/or the excess storage fees payable pursuant to clause **Error! Reference source not found.** at the start of each Renewal Period upon 30 days' prior notice to the Customer and the Contract Details shall be deemed to have been amended accordingly.

10.   PROPRIETARY RIGHTS

10.1   The Customer acknowledges and agrees that the Supplier and/or its licensors own all intellectual property rights in the Services and the Documentation. Except as expressly stated herein, this Contract does not grant the Customer any rights to, under or in, any 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.

10.2   The Supplier 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 Contract.

11.   CONFIDENTIALITY

11.1   "**Confidential Information**" means all confidential information (however recorded or preserved) disclosed by a party or its Representatives (as defined below) to the other party and that party's Representatives on or after the date of this Contract in connection with this Contract, including but not limited to:

11.1.1   the existence and terms of this Contract;

11.1.2   any information that would be regarded as confidential by a reasonable business person relating to:

(a)   the business, assets, affairs, customers, clients, suppliers, or plans of the disclosing party; and

(b)   the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party;

11.1.3   any information developed by the parties in the course of carrying out this Contract; and

11.1.4   any information detailed in the Contract Details.

11.2   "**Representatives**" means, in relation to a party, its employees, officers, contractors, subcontractors, representatives and advisers.

11.3   The provisions of this clause 11 shall not apply to any Confidential Information that:

11.3.1   is or becomes generally available to the public (other than as a result of its disclosure by the receiving party or its Representatives in breach of this clause 11);

11.3.2   was available to the receiving party on a non-confidential basis before disclosure by the disclosing party;

11.3.3   was, is or becomes available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party;

11.3.4   the parties agree in writing is not confidential or may be disclosed; or

11.3.5 is developed by or for the receiving party independently of the information disclosed by the disclosing party.

11.4 Each party shall keep the other party's Confidential Information secret and confidential and shall not:

11.4.1 use such Confidential Information except for the purpose of exercising or performing its rights and obligations under or in connection with this Contract (the "**Permitted Purpose**"); or

11.4.2 disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this clause 11.

11.5 A party may disclose the other party's Confidential Information to those of its Representatives who need to know such Confidential Information for the Permitted Purpose, provided that:

11.5.1 it informs such Representatives of the confidential nature of the Confidential Information before disclosure; and

11.5.2 at all times, it is responsible for such Representatives' compliance with the confidentiality obligations set out in this clause 11.

11.6 The Customer:

11.6.1 acknowledges and agrees that the Supplier's Confidential Information includes the Software; and

11.6.2 agrees not to make use of the Software for any purpose other than receipt and proper use of the Services in accordance with this Contract.

11.7 The Supplier acknowledges and agrees that the Customer Data is the Confidential Information of the Customer. The Supplier shall not be responsible for any loss, disclosure, or misuse of Customer Data resulting from any act or omission of the Customer, its Authorised Users, or any third party, including but not limited to unauthorised downloading, copying, screenshotting, or sharing of any materials or content accessed through the Services.

11.8 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court, arbitral or administrative tribunal or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible.

11.9 A party may, provided that it has reasonable grounds to believe that the other party is involved in activity that may constitute a criminal offence under the Bribery Act 2010, disclose Confidential Information to the Serious Fraud Office without first informing the other party of such disclosure.

11.10 Each party reserves all rights in its Confidential Information. No rights or obligations in respect of a party's Confidential Information other than those expressly stated in this Contract are granted to the other party or to be implied from this Contract.

11.11 Except as expressly stated in this Contract, no party makes any express or implied warranty or representation concerning its Confidential Information.

11.12 The provisions of this clause 11 shall continue to apply after termination or expiry of this Contract.

11.13 Each party shall notify the other promptly of any breach or suspected breach of the provisions of this clause 11.

11.14 No party shall make, or permit any person to make, any public announcement concerning this Contract without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including any relevant securities exchange), any court or other authority of competent jurisdiction.

12. INDEMNITY

12.1 The Customer shall defend, indemnify and hold harmless the Supplier 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 Customer's use of the Services and/or Documentation, provided that:

12.1.1 the Customer is given prompt notice of any such claim;

12.1.2 the Supplier provides reasonable co-operation to the Customer in the defence and settlement of such claim, at the Customer's expense; and

12.1.3 the Customer is given sole authority to defend or settle the claim.

13. LIMITATION OF LIABILITY

13.1 Except as expressly and specifically provided in this Contract:

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

13.1.2 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 Contract; and

13.1.3 the Services and the Documentation are provided to the Customer on an "as is" basis.

13.2 Nothing in this Contract excludes the liability of the Supplier:

13.2.1 for death or personal injury caused by the Supplier's negligence; or

13.2.2 for fraud or fraudulent misrepresentation.

13.3 Subject to clause 13.1 and clause 13.2:

13.3.1 the Supplier shall have no liability for any:

(a) loss of profits,

(b) loss of business,

(c) wasted expenditure,

(d) depletion of goodwill and/or similar losses,

(e) loss or corruption of data or information, or

(f) any special, indirect or consequential loss, costs, damages, charges or expenses; and

13.3.2 the Supplier's total aggregate liability to the Customer in respect of all breaches of duty occurring within any contract year shall not exceed the cap. If breaches committed in more than one contract year give rise to a single claim or a series of connected claims, the Supplier's total liability for those claims shall not exceed the single highest annual cap for those contract years.

13.3.3 In clause 13.3.2:

(a) the "**cap**" is an amount equal to the total Subscription Fees paid in the contract year in which the breaches occurred; and

(b) a "**contract year**" means a 12 month period commencing on the Effective Date or any anniversary of it.

13.4 References to liability in this clause 13 include every kind of liability arising under or in connection with this Contract including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

13.5 Nothing in this Contract excludes the liability of the Customer for any breach, infringement or misappropriation of the Supplier's Intellectual Property Rights.

14. TERM AND TERMINATION

14.1 This Contract shall, unless otherwise terminated as provided in this clause 14, commence on the Effective Date and shall continue for the Initial Subscription Term and, thereafter, this Contract shall be automatically renew for successive periods of 1 month (each a "**Renewal Period**"), unless:

14.1.1 either party notifies the other party of termination, in writing, at least 60 days before the end of the Initial Subscription Term or any Renewal Period, in which case this Contract shall terminate upon the expiry of the applicable Initial Subscription Term or Renewal Period; or

14.1.2 otherwise terminated in accordance with the provisions of this Contract;

and the Initial Subscription Term together with any subsequent Renewal Periods shall constitute the "**Subscription Term**".

14.2 Without affecting any other right or remedy available to it, the Supplier may terminate this Contract with immediate effect by giving written notice to the Customer if:

14.2.1 the Customer fails to pay any amount due under this Contract on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment;

14.2.2 the Customer commits a material breach of any other term of this Contract and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;

14.2.3 the Customer 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 103 of the Insolvency (Northern Ireland) Order 1989 as if the words "it is proved to the satisfaction of the High Court" did not appear in sections 103(1)(e) or 103(2) of the Insolvency (Northern Ireland) Order 1989;

14.2.4 the Customer 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 the Customer with one or more other companies or the solvent reconstruction of the Customer;

14.2.5 the Customer applies to court for, or obtains, a moratorium under Schedule A1 of the Insolvency (Northern Ireland) Order 1989;

14.2.6 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 the Customer other than for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;

14.2.7 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 Customer (being a company, partnership or limited liability partnership);

14.2.8 the holder of a qualifying floating charge over the assets of the Customer (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;

14.2.9 a person becomes entitled to appoint a receiver over the assets of the Customer or a receiver is appointed over the assets of the Customer;

14.2.10 a creditor or encumbrancer of the Customer 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 Customer's assets and such attachment or process is not discharged within 14 days;

14.2.11 any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 14.2.3 to clause 14.2.10 (inclusive);

14.2.12 the Customer suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;

14.2.13 the Customer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this Contract is in jeopardy; or

14.2.14 there is a change of control of the other party (within the meaning of section 1124 of the Corporation Tax Act 2010).

14.3 On termination of this Contract for any reason:

14.3.1 all licences granted under this Contract shall immediately terminate and the Customer shall immediately cease all use of the Services and/or the Documentation;

14.3.2 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;

14.3.3 the Supplier may destroy or otherwise dispose of any of the Customer Data in its possession unless the Supplier receives, no later than ten days after the effective date of the termination of this Contract, a written request for the delivery to the Customer of the then most recent back-up of the Customer Data. The Supplier shall use reasonable commercial endeavours to deliver the back-up to the Customer within 30 days of its receipt of such a written request, provided that the Customer 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 Customer shall pay all reasonable expenses incurred by the Supplier in returning or disposing of Customer Data; and

14.3.4 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.

14.3.5   Upon termination of this Contract, Clauses 5, 11, 12, and 13, together with any other provisions which by their nature are intended to survive termination, shall remain in full force and effect to the extent required.

15.   FORCE MAJEURE

15.1   **Force Majeure Event** means any circumstance not within a party's reasonable control including but not limited to:

(a)   acts of God, flood, drought, earthquake or other natural disaster;

(b)   epidemic or pandemic;

(c)   terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;

(d)   nuclear, chemical or biological contamination or sonic boom;

(e)   any law or action taken by a government or public authority, including imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;

(f)   collapse of buildings, fire, explosion or accident;

(g)   any labour or trade dispute, strikes, industrial action or lockouts (other than by the staff of the party seeking to rely on this clause or those of its subcontractors or Affiliates);

(h)   non-performance by suppliers or subcontractors (other than by Affiliates of the party seeking to rely on this clause); and

(i)   interruption or failure of utility service.

15.2   Subject to clause 15.4, a party (the "Affected Party") shall not be liable for any failure or delay in performing any of its obligations under this Contract for so long as, and to the extent that, its performance is directly prevented, hindered or delayed by a Force Majeure Event.

15.3   For so long as the Affected Party's liability in relation to any of its obligations is suspended under clause 15.2, the other party shall not be liable for any failure or delay in performing its corresponding obligations.

15.4   The Affected Party shall promptly notify the other party in writing of the start of a Force Majeure Event and shall use all reasonable endeavours to limit the effect of the Force Majeure Event on the performance of its obligations.

16.   CONFLICT

If there is an inconsistency between any of the provisions in the Contract Details and the SaaS Terms, the provisions in the Contract Details prevail.

17.   VARIATION

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

18.   WAIVER

18.1   A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

18.2   A delay or failure to exercise, or the single or partial exercise of, any right or remedy does not waive that or any other right or remedy, nor does it prevent or restrict the further exercise of that or any other right or remedy.

19.   RIGHTS AND REMEDIES

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

20.   SEVERANCE

20.1   If any provision or part-provision of this Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Contract.

20.2   If any provision or part-provision of this Contract is deemed deleted under clause 20.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

21. ENTIRE AGREEMENT

21.1 This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances and understandings between them, whether written or oral, relating to its subject matter.

21.2 Each party acknowledges that in entering into this Contract it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Contract.

21.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Contract.

21.4 Nothing in this clause shall limit or exclude any liability for fraud.

22. COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all counterparts shall together constitute one agreement. This Agreement may be signed electronically, and such execution shall have the same force and effect as a handwritten signature.

23. ASSIGNMENT

23.1 The Customer shall not, without the prior written consent of the Supplier, assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this Contract.

23.2 The Supplier may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Contract.

24. NO PARTNERSHIP OR AGENCY

Nothing in this Contract 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).

25. THIRD PARTY RIGHTS

25.1 This Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract.

25.2 The rights of the parties to rescind or vary this Contract are not subject to the consent of any other person.

26. NOTICES

26.1 Any notice given to a party under or in connection with this Contract shall be in writing and shall be:

26.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

26.1.2 sent by email to the address set out in the Contract Details.

26.2 Any notice shall be deemed to have been received:

26.2.1 if delivered by hand, at the time the notice is left at the proper address;

26.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or

26.2.3 if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.

26.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

27. GOVERNING LAW

This Contract 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 interpreted in accordance with the law of Northern Ireland.

28.   **JURISDICTION**

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