

SCHEDULE A

GENERAL TERMS AND CONDITIONS

BACKGROUND

- A The Supplier wishes to make available the SaaS to the Customer for the benefit of the Customer and Users.
- B The Customer has selected the Supplier to supply the SaaS and/or Professional Services on the terms and conditions set forth in this Agreement.

THE PARTIES AGREE:

1 Definitions and interpretation

1.1 The following definitions shall apply to this Agreement:

Affiliate	means, with reference to a party, any company or other legal entity which: (i) controls either directly or indirectly, a party; or (ii) is controlled, directly or indirectly, by a party; or (iii) is directly or indirectly controlled by a company or entity which directly or indirectly controls a party. For these purposes, "control" means the right to exercise more than fifty percent (50%) of the voting or similar right of ownership; but only for so long as such control shall continue to exist.
Agreement	means these general terms and conditions, terms and conditions relating to Professional Services and service levels, the Commercial Summary, all Schedules attached hereto and any others added from time to time, as may be amended from time to time, together with any Statement of Works which may be entered into by the parties from time to time;
Anonymised Data	means data that has been de-identified by Supplier, including the removal of all personally identifiable data, so that it does not identify any company or individual as being the source of the data;
Applicable Law	means any and all applicable laws, statutes, orders, rules, treaties, decree, regulations, directives, edicts, by-laws, schemes, warrants, other instruments made under or to be made under any statute, any exercises of the royal prerogative and codes of conduct and regulatory rules or guidelines, whether local, national, international or otherwise existing from time to time, together with any other similar instrument having legal effect in the relevant circumstances. This shall include but not be limited to the GDPR;
Business Day	means a day other than a Saturday, Sunday or bank or public holiday in England;
Commencement Date	means the date as set out in the Commercial Summary;
Confidential Information	means any and all information, (whether in oral, written or electronic form) including technical or other information imparted or disclosed in confidence by one party to the other or otherwise obtained by one party relating to the other's business, finance or technology, know-how, Intellectual Property Rights, assets, strategy, products and customers, including information relating to management, financial, marketing, technical and other arrangements or operations of any person, firm or organisation associated with that party and shall include, but not be limited to, Supplier Professional Services Deliverables;
Customer Data	means all non-public information provided by the Customer (directly or indirectly, i.e., authorizes or instructs any third party to provide data or provide access to Customer data in the custody of that third party) to the Supplier when using the SaaS and any materials, information, data, and documents provided to the Supplier pursuant to a Statement of Work for Supplier Professional Services Deliverables as well as the information described in the Commercial Summary under section titled Customer Data;
Documentation	means the documents (in whatever media) provided to the Customer to describe and facilitate use of the SaaS by Users;
Faults	means any inaccuracies, incompleteness, interruptions, delays, omissions, and/or errors;
Fees	means the specified Subscription Fee for use of the SaaS and, if applicable, any Fees for Professional Services Fee as set out in the applicable Statement of Work;
Force Majeure	means an event or sequence of events beyond a party's reasonable control (which could not reasonably have been anticipated and avoided by a party) preventing or delaying it from performing its obligations hereunder, including war, revolution, terrorism, riot or civil commotion, or reasonable precautions against any such; strikes, lock outs or other industrial action, whether of the affected party's own employees or others; blockage or embargo; acts of or restrictions imposed by government or public authority; explosion, fire, corrosion, flood, natural disaster, or adverse weather conditions. Force Majeure does not include inability to pay,

	shortage or increase of price of raw materials, over-commitment or market or other circumstances which may make the terms of this Agreement unattractive to a party;
GDPR	means the General Data Protection Regulations (Regulation (EU) 2016/679) as may be amended;
Infringing Data	means information or data that (i) violates Applicable Law; or (ii) infringes any third party Intellectual Property Rights; or (iii) includes any material which is obscene, indecent, pornographic, seditious, offensive, defamatory, threatening, liable to incite racial hatred, menacing or blasphemous;
Intellectual Property Rights	means trade secrets, copyright, patents, rights in inventions, rights in confidential information, know-how, trade-marks, service marks, trade names, design rights, rights in get-up, database rights, rights in data, semi-conductor chip topography rights, mask works, utility models, domain names, rights in computer software and all similar rights of whatever nature and, in each case: (i) whether registered or not, (ii) including any applications to protect or register such rights, (iii) including all renewals and extensions of such rights or applications, (iv) whether vested, contingent or future and (v) wherever existing;
IPR Claim	has the meaning as set forth in Section 8.2 in this Agreement;
Professional Services	means the professional services to be provided by the Supplier to the Customer as more particularly described in the Commercial Summary and further Statement of Work as may be executed by the parties from time to time using the template set forth in Schedule B to this Agreement;
Professional Services Fee	means the fees for the Professional Services as set forth in the Commercial Summary and each Statement of Work executed by the parties using the template set forth in Schedule B of this Agreement;
Service Levels	means the support and services levels for SaaS and as more fully described and set forth in Schedule D to this Agreement.
Software as a Service or SaaS	means data analysis software which has been developed by or for the Supplier and is intended to be provided as a software as a service to its customers and as more fully described in the Commercial Summary;
Statement of Work	means the statement of work set forth in the Commercial Summary to the Agreement and thereafter the statement of work entered in by the parties using the template set forth in Schedule B to the Agreement and which may be used to document Professional Services agreed by the parties from time to time pursuant to this Agreement and each agreed Schedule B for specific Professional Services shall be numbered as Schedule B-1, B-2, B-3 etc., and when duly executed by both parties shall automatically form part of this Agreement;
Subscription Fee	means the fees for the SaaS as set forth in the Commercial Summary;
Submissions	Means feedback, suggestions, ideas, questions, or other comments provided by Customer to Supplier with respect to the SaaS and Supplier Professional Services Deliverables;
Supplier's Professional Services Deliverables	means all information, draft and final reports, and other creative works in whatever medium whether or not patentable or copyrightable or protectable, conceived or made (solely or with others) by Supplier, including the results of any analyses, works or surveys in connection with Supplier's obligations pursuant to a Professional Services Statement of Work under this Agreement;
Supplier Tools	means all proprietary business methods, databases, computer programs, know-how, and methods of calculation used for the purpose of the Agreement and any deliverable pursuant to a Statement of Work under this Agreement are the sole property of Supplier. The Parties agree and acknowledge that at no time shall the Supplier Tools be licensed to or become the property of Customer;
Third Party Providers	means a third party (other than a party and its Affiliates) whose Information, materials, services, and technology are included or used in the SaaS and/or any Supplier Deliverable;
Territory	has the meaning as set forth in the Commercial Summary;
Term	has the meaning as set forth in the Commercial Summary;

Users	means the authorised employees of the Customer who may be permitted to use the SaaS from time to time subject to access control and prior approval by Supplier;
Year	means each successive period of 12 months beginning on the Commencement Date.

2 Grant of rights to use SaaS

- 2.1 The Supplier grants the Customer solely for its internal use a limited, non-transferable, non-exclusive, non-sub-licensable right for the Term (or as may be extended from time to time) of this Agreement to allow authorised Users access to the SaaS and the use of the Supplier Professional Services Deliverables in the Territory listed in the Commercial Summary.
- 2.2 Prior to providing Users with access to the SaaS, the Customer shall:
- (a) supply the Supplier with a list of Users Supplier authorises to receive access to the SaaS for Supplier to consider and give access to;
 - (b) be responsible for all actions of its Users accessing and using the SaaS using any user name, password, or other login credentials of Customer. Customer shall prevent unauthorized access to, or use of, the SaaS and shall notify Supplier promptly after verification of any such unauthorized use of which it becomes aware.; and
 - (c) ensure that all Users are aware of the terms of this Agreement, including their obligation to comply with any other user terms applicable to the SaaS and notified to the Customer. The Customer shall only provide Users with access to the SaaS via the access method provided by the Supplier and shall not provide access to anyone other than a User.
- 2.3 The Customer shall comply, and shall procure that Users comply, with the following conditions of use:
- (a) the SaaS and any Supplier Professional Services Deliverables may only be used in connection with the Customer's own internal business purposes ; and
 - (b) the SaaS may only be used with the following compatible Internet browsers: Microsoft Internet Explorer 11, Google Chrome (latest version) as may be amended from time to time. Other browsers may be functional however are not officially supported at the time of writing and any usage falls outside relevant Service Levels and ongoing support. CWT reserves the right to cease support and/or add other versions and browsers for support.
 - (c) User level product and/or platform terms applicable to SAAS as published and/or notified by Supplier from time to time
- 2.4 Except to the extent such activities are expressly agreed to in writing by the parties, the Customer agrees that neither it nor its Users may:
- (a) access or use any portion of the SaaS or Supplier Professional Service Deliverables not expressly licensed to Customer;
 - (b) copy, cut and paste, email, reproduce, sublicense, relicense, disclose, rent or lease, publish, distribute, redistribute, broadcast, transmit, modify, adapt, edit, abstract, create derivative works of, store, archive, and/or publicly display SaaS, and/or any Supplier Professional Services Deliverables;
 - (c) use all or any portion of the SaaS or Supplier Professional Services Deliverables to develop any software application or other product or services intended for resale which uses the underlying software to deliver the SaaS or sell or in any way commercially exploit any portion or all of the foregoing;
 - (d) use the SaaS and any Supplier Professional Services Deliverables to provide outsourced services to third parties or make it available to any third party or allow or permit a third party to do so;
 - (e) combine, merge or otherwise permit the SaaS (or any part of it) to become incorporated in any other program, nor arrange or create derivative works based on it;
 - (f) attempt to or in fact decompile, disassemble, or otherwise reverse engineer all or any portion of the underlying software that is used to provide the SaaS, except and only to the extent that such restriction is prohibited by applicable law;
 - (g) observe, study or test the functioning of the underlying software (or any part of it) that is used to provide the SaaS, except and only to the extent that such restriction is prohibited pursuant to applicable law;
 - (h) use all or any portion of the underlying software used to provide the SaaS for any unlawful purposes; and
 - (i) export all or any portion of the underlying software used to provide the SaaS or the Service Deliverables in violation of applicable laws.
- 2.5 Customer is responsible for all actions of its Users accessing and using the SaaS or Supplier Professional Services Deliverables using any user name, password, or other login credentials of Customer. Customer shall prevent unauthorized access to, or use of, the software underlying the SaaS or Supplier Professional Services Deliverables and shall notify Supplier, in writing, promptly after verification of any such unauthorized use of which it becomes aware.
- 2.6 The Customer shall not, and shall procure that the Users shall not, introduce any software virus or other malware (including any bugs, worms, logic bombs, backdoors, trojan horses or any other self-propagating or other such

program) that may infect or cause damage to the SaaS or the Supplier's systems or otherwise disrupt the provision of the SaaS.

- 2.7 The Customer shall not be permitted to frame or mirror any part of the SaaS other than as permitted by the Documentation or with the Supplier's express written consent.
- 2.8 The Supplier reserves the right to monitor usage by all Users and the Customer, in general, (by way of audits or otherwise) during the term of this Agreement for the purpose of (among others) ensuring compliance with the terms of this Agreement. Any audit may be carried out by the Supplier or a third party authorised by the Supplier. If any audit reveals any breaches of this Agreement, the Customer shall promptly comply with any and all reasonable instructions provided by the Supplier.
- 2.9 In the event of unauthorised use of the SaaS by the Customer or Users, the Supplier reserves the right to deny the Customer or Users access to the SaaS by blocking, without prior notification, the IP addresses that the Customer or Users used to access the SaaS or suspending the User accounts.

3 SaaS and availability

- 3.1 The Customer may access and use the SaaS except during
 - (a) scheduled maintenance by the Supplier, notice of which shall be posted online on the SaaS tool from time to time;
 - (b) emergency maintenance;
 - (c) any downtime by a Third Party Supplier; and/or
 - (d) downtime caused in whole or part by an event of Force Majeure.
- 3.2 The Supplier will use reasonable endeavours to notify the Customer of the unavailability of SaaS for emergency maintenance, any downtime by a Third Party Supplier and/or downtime caused by an event of Force Majeure, but Customer acknowledges that it may receive no advance notification in such instances.
- 3.3 The SaaS will be available to the Customer in accordance with the Service Levels.
- 3.4 The Customer acknowledges that the Supplier shall be entitled to modify the features and functionality of the SaaS as part of its ongoing development of any part of the relevant application and software. The Supplier shall use reasonable endeavours to ensure that any such modification does not adversely affect the Customer's use of the SaaS.

4 Supplier warranties and obligations

- 4.1 The Supplier warrants to the Customer that:
 - (a) the Supplier has the right, power and authority to enter into this Agreement to supply the SaaS and, if applicable, the Supplier Professional Services Deliverables; and
 - (b) the SaaS and, if applicable, the Supplier Professional Services Deliverables will be supplied:
 - (i) with reasonable care and skill; and
 - (ii) subject to Section 3.4, in accordance in all material respects with the description of the SaaS provided in the Documentation;
- 4.2 **EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT SUPPLIER AND ANY THIRD PARTY PROVIDERS HEREBY DISCLAIM AND EXCLUDE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS ALL OTHER WARRANTIES OF ANY NATURE WHATSOEVER WITH RESPECT TO THE SAAS OR SUPPLIER PROFESSIONAL SERVICES DELIVERABLES, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, CONDITIONS AND OTHER TERMS IMPLIED BY STATUTE OR COMMON LAW. UNLESS EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, THE SAAS AND ANY SUPPLIER PROFESSIONAL SERVICES DELIVERABLES ARE DELIVERED "AS IS" WITHOUT WARRANTY OF ANY KIND. THE SUPPLIER DOES NOT WARRANT OR REPRESENT THAT THE SAAS (OR SAAS, INFORMATION, TECHNOLOGY, AND/OR MATERIAL SUPPLIED TO THE SUPPLIER ON WHICH ALL OR PART OF A SAAS DEPENDS) AND ANY SUPPLIER PROFESSIONAL SERVICES DELIVERABLES WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION OF THE SAAS BE UNINTERRUPTED OR ERROR FREE, FREE OF ANY FAULTS, OR THAT ALL FAULTS WILL BE CORRECTED. THE SUPPLIER SHALL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM ANY SUCH FAULTS. CUSTOMER ASSUMES SOLE RESPONSIBILITY AND ENTIRE RISK AS TO THE SUITABILITY AND RESULTS OBTAINED FROM USE OF THE SAAS AND/OR ANY SUPPLIER DELIVERABLE PURSUANT TO A STATEMENT OF WORK, AND ANY DECISIONS MADE OR ACTIONS TAKEN BASED ON THE INFORMATION, REPORTS, DELIVERABLES, AND/OR MATERIALS CONTAINED IN OR GENERATED BY THE SAAS AND/OR ANY DELIVERABLE PURSUANT TO A STATEMENT OF WORK.**
- 4.3 In no event shall the Supplier or its Third Party Providers be liable for any penalties, interest or taxes assessed by any governmental or regulatory authority.
- 4.4 The warranties in this Section are subject to the Customer giving prompt written notice to the Supplier as soon as it is reasonably able upon becoming aware of the breach of warranty. Failure to provide such prompt notice shall alter Supplier's obligations to the extent Supplier is prejudiced thereby. When notifying the Supplier of a breach, the Customer shall provide the Supplier with such documented information, details and assistance as the Supplier may reasonably request.
- 4.5 The Supplier will not be liable under this Section or be required to remedy any problem arising from or caused by the Customer's use of the SaaS in a manner other than as directed by the Supplier and for any Supplier

Professional Services Deliverables arising from or caused by the Customer's provision of data, information, materials, and/or documents.

- 4.6 The Customer acknowledges and agrees and waives any potential claims against Supplier arising from the following:
- (a) the Supplier is not and cannot be aware of the extent of any potential loss resulting from any failure by the Supplier to discharge its obligations under this Agreement;
 - (b) the SaaS has not been designed to meet the Customer's individual requirements and cannot be tested in every operating environment;
 - (c) it is the Customer's responsibility to ensure the facilities and functions of the SaaS meet the Customer's requirements and will not cause any error or interruption in the Customer's own software or systems;
 - (d) It is the Customer's responsibility to ensure that any and all data, information, materials, and/or documents is accurate, current, and not infringing of any third party intellectual property rights.

4.7 For any breach of the warranty in Section 3 reported to Supplier during the warranty period, Customer's sole and exclusive remedy shall be, at Supplier's sole discretion, is as follows:

- (a) Supplier will endeavour to repair or replace the SaaS or Service Deliverable so that the SaaS or Supplier Deliverable conform to the foregoing warranty; or
- (b) If Supplier is not able to repair or replace the non-conforming SaaS or Service Deliverable having used its reasonable endeavours and accomplished on reasonable terms, this Agreement (and all SaaS access rights granted under it) will terminate and Supplier shall refund any prepaid Fees as of the date of termination.

5. THIRD PARTY PROVIDER RESTRICTIONS

5.1 Third Party Providers may impose additional restrictions or prohibitions on certain types of usage of their information, materials, technology, and/or services.

5.2 Customer may view such terms, which are incorporated by reference into this Agreement and are legally binding, at <https://www.carlsonwagonlit.com/global/en/legal/3ptterms/>. Such terms are subject to change from time to time and the Supplier will use commercially reasonable efforts to publish latest terms, conditions, and restrictions of each relevant Third Party Provider.

5.3 The Customer agrees that with respect to any Third Party Provider's Intellectual Property Rights, the Customer is not permitted to:

- (a) use, copy, modify, or distribute any of the Third Party Provider's Intellectual Property Rights except as expressly permitted in this Agreement;
- (b) reverse assemble, reverse compile, otherwise translate, or reverse engineer the any of the Third Party Provider's Intellectual Property Rights, except as expressly permitted by law without the possibility of contractual waiver;
- (c) use any of the any of the Third Party Provider's Intellectual Property Rights components, files, modules, audio-visual content, or related licensed materials separately from that any of the Third Party Provider's Intellectual Property Rights; or
- (d) sublicense, rent, or lease the any of the Third Party Provider's Intellectual Property Rights.

5.4 The Customer agrees that Third Party Provider's may use other third parties and those other third parties provide any code, solution, software, equipment, devices, and other services without any warranties or conditions of any kind.

5.5 Third Party Providers may have the right to require that the Supplier restrict, suspend or terminate Customer's access to that Third Party Provider's information, materials, technology, and/or services. If the Supplier takes any such action, it will (a) use reasonable efforts to provide Customer with notice and (b) not be liable for any resulting damages Customer may suffer.

5.6 The Supplier may provide Third Party Providers with details of Customer's usage of, and any suspected breach of this Agreement relating to, that Third Party Provider's information, materials, technology, and/or services.

5.7 The Customer shall indemnify the Supplier, its Affiliates and each officers, directors, agent, employees, and subcontractors from and against, by whomever brought, all losses caused to the Supplier as a result of: (i) the Customer's breach of this Agreement and any applicable Third Party Providers terms and conditions; and (ii) any claim relating to the Customer's use of the SaaS save those matters for which the Supplier bears responsibility under the intellectual property indemnity.

6. Suspension of access to the SaaS

6.1 The Supplier may suspend access to the SaaS to all or some of the Users if:

- (a) the Supplier suspects that there has been any misuse of the SaaS or breach of this Agreement or the Documentation; or
- (b) the Customer fails to pay any sums due to the Supplier by the due date for payment.

6.2 The Supplier will notify the Customer or the affected Users as soon as possible after suspending the SaaS.

- 6.3 Where the reason for the suspension is suspected misuse of the SaaS or breach of this Agreement, without prejudice to its rights under Section 15 (Term and Termination), the Supplier will take steps to investigate the issue and may restore or permanently suspend access at its discretion. If the Supplier considers it appropriate to permanently suspend access to all Users, it will notify the Customer in writing and this Agreement will terminate immediately on service of such notice.
- 6.4 In relation to suspensions under Section (a), access to the SaaS will be restored promptly after the Supplier receives payment in full and cleared funds.
- 6.5 Subscription Fees shall remain payable during any period of suspension notwithstanding that the Customer or some of the Users may not have access to the SaaS.

7. Fees

- 7.1 The Customer shall pay the Supplier the Fees.
- 7.2 The Supplier shall be entitled to increase the Subscription Fee and Professional Services Fee at any time with thirty (30) calendar days' prior written notice. Customer shall be deemed to have accepted the increase by continuing to use the SaaS.

8. Invoicing

- 8.1 The Supplier shall invoice the Customer the Subscription Fee and Professional Services Fee at the regular frequency set forth in the Commercial Summary to the Agreement for all sums due under this Agreement.
- 8.2 Customer shall reimburse Supplier for any out-of-pocket costs and expenses, including actual travel and accommodation expenses with respect to Professional Services.
- 8.3 All Fees are exclusive of value added tax (VAT) (if any) or any other locally applicable equivalent sales taxes, which is payable by the Customer at the rate and in the manner from time to time prescribed by law.
- 8.4 The Customer shall pay such sums (including any out-of-pocket costs and expenses) in full within thirty (30) calendar days from the date of invoice.
- 8.5 Amounts payable to the Supplier under this Agreement shall be paid as set out in the invoice unless otherwise notified by the Supplier to the Customer in writing in accordance with this Agreement.
- 8.6 If sums due under this Agreement are not paid in full by the due date Supplier may, without limiting its other rights, charge interest on such sums at eight percent (8%) a year above the base rate of the Bank of England from time to time in force. Interest shall accrue on a daily basis, and apply from the due date for payment until actual payment in full, whether before or after judgment.

9. Supplier Intellectual Property Rights

- 9.1 All Intellectual Property Rights in and to any portion of the underlying software used to provide the SaaS or the Service Deliverables and Documentation belong to and shall remain vested in the Supplier, its Affiliates, and/or any applicable Third Party Suppliers. To the extent that the Customer acquires any Intellectual Property Rights in the SaaS, Documentation or any Supplier Professional Services Deliverables, the Customer shall assign or procure the assignment of such Intellectual Property Rights with full title guarantee (including by way of present assignment of future Intellectual Property Rights) to the Supplier and/or Third Party Supplier as directed by Supplier. The Customer shall execute all such documents and do such things as the Supplier may consider necessary to give effect to this Section.
- 9.2 Subject to the caps on liability and exclusions set forth in this Agreement, the Supplier shall indemnify the Customer from and against any claim from third parties not affiliated with either party that SaaS and/or any Supplier Professional Services Deliverables infringes the patent, copyright, trade secret, proprietary rights ("**IPR Claim**") provided that the Supplier shall have no such liability if the Customer:
- (a) fails to provide prompt written notice to Supplier of any such claim and such failure has prejudiced Supplier;
 - (b) fails to cooperate with Supplier in all reasonable aspects in connection with the investigation and defense of such claim;
 - (c) Supplier does not have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise;
 - (d) has caused or contributed in any way to the IPR Claim by not using the SaaS or Service Deliverables in accordance with this Agreement or the Documentation;
 - (e) has caused or contributed in any way to the IPR Claim by having provided data, information, materials, and/or documents that are infringing Intellectual Property Rights;
 - (f) makes any admission of liability or agrees to any settlement or compromise of the relevant IPR Claim without the prior written consent of the Supplier;
- 9.3 Should Customer's licensed use of the SaaS or Supplier Professional Services Deliverables become, or in Supplier's sole opinion be likely to become, the subject of a IPR Claim, Customer will permit Supplier, at Supplier's option and expense, either to:
- (a) procure for the Customer the right to continue using the SaaS or the Supplier Professional Services Deliverables; or

- (b) modify or replace the infringing part of the SaaS or Supplier Professional Services Deliverables, and without adversely affecting the functionality of the SaaS as set out in this Agreement or the quality of the Supplier Professional Services Deliverables as set out in the applicable Statement of Work so as to avoid the infringement or alleged infringement, provided that if the Supplier having used its reasonable endeavours, neither of the above can be accomplished on reasonable terms, the Supplier shall (without prejudice to the indemnity above) refund the pro rata Fees paid by the Customer in respect of: (i) any Supplier Professional Services Deliverables that are infringing Intellectual Property Rights pursuant to this Section; and/or (ii) the outstanding term of the SaaS and this Agreement or any Statement of Work for the relevant Supplier Professional Services Deliverables shall, at the discretion of the Supplier, terminate without any further liability to the Supplier. Together with the indemnity given above, this shall be the Customer's sole and exclusive remedy in respect of the SaaS and Supplier Professional Services Deliverables infringing Intellectual Property Rights.
- 9.4 If Supplier provides some Professional Services as set out in an applicable Statement of Work, the following additional intellectual property terms and conditions shall apply:
- (a) Supplier Tools are the sole property of Supplier. The Parties agree and acknowledge that at no time shall the Supplier Tools be licensed to or become the property of Customer.
 - (b) Supplier Professional Services Deliverables shall be the sole and exclusive property of Supplier. Supplier shall in no way be restricted from making use of, sharing or otherwise exploiting in any fashion the Supplier Professional Services Deliverables.
 - (c) Supplier hereby grants Customer a limited, non-exclusive, non-transferable and worldwide license for the term of the Agreement to use, display, and perform, for internal business purposes only, the Supplier Professional Services Deliverables. Without limiting the foregoing, other than the aforementioned uses, Customer shall not, and shall not permit any of its employees or affiliates to, use any Supplier Professional Services Deliverables for any other purpose including: (i) transfer, whether or not for a fee, of Supplier Professional Services Deliverables to any other person outside of Customer's organization, (ii) copying or modifying Supplier Professional Services Deliverables or making use of Supplier Professional Services Deliverables in developing similar works or (iii) competing in any manner with Supplier. Customer shall be responsible for ensuring that its Affiliates limit their use of Supplier Professional Services Deliverables to the same extent. Without limiting the foregoing, the Parties acknowledge that the Supplier Professional Services Deliverables contain valuable proprietary information developed by Supplier and that any use by Supplier of the Supplier Professional Services Deliverables in breach of the Agreement would cause Supplier irreparable harm.

10. Customer Data

- 10.1 The Customer shall grant to the Supplier access to any and all of its data as set out in the Commercial Summary that is in the custody of any third party. Customer shall ensure that that third party provides access to or the Supplier to that data in a timely manner. Any delays in authorizations and/or access to the Customer Data in the custody of third parties is the sole responsibility of the Customer.
- 10.2 The Customer shall not use Infringing Data on the SaaS.
- 10.3 The Customer shall not provide any data, information, materials, and/or documents that are infringing Intellectual Property Rights.
- 10.4 The Customer grants a royalty-free, non-transferable, non-exclusive, non-revocable and worldwide licence and necessary permissions for the term of this Agreement, to the Supplier to use the Customer Data to the extent necessary to perform the SaaS and provide the Supplier Professional Services Deliverables.
- 10.5 Customer is responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of all electronic data or information and Customer Data submitted by Customer to Supplier. Customer is solely responsible for the preparation, content, accuracy, quality and review of any documents, data, or output prepared or resulting from the use of the SaaS and/or any deliverable pursuant to a Statement of Work. The Customer acknowledges that the Supplier has no control over any Customer Data hosted as part of the provision of the SaaS and does not actively monitor the content of the Customer Data. In the event the Supplier is required, on behalf of Customer, to reload or amend any erroneous Customer Data submitted by the Customer to the Supplier, the Supplier shall be entitled to charge the Customer for such services.
- 10.6 The Supplier shall notify the Customer immediately if it becomes aware of any allegation that any Customer Data may be Infringing Data and the Supplier shall have the right to remove Customer Data from the SaaS without the need to consult the Customer.
- 10.7 The Customer shall indemnify the Supplier, its Affiliates and each officers, directors, agent, employees, and subcontractors from and against all loss caused to the Supplier as a result of the Customer's use of Infringing Data on the SaaS and/or the provision to the Supplier of any data, information, materials, and/or documents that are infringing Intellectual Property Rights.
- 10.8 The Supplier acknowledges that, as between the parties, all Intellectual Property Rights in the Customer materials are owned by Customer or licensors to Customer. The Supplier may collect and use information related to Customer's use of the SaaS and any Submissions on the Supplier's products and services, for the purposes of the administration of this Agreement and, as long as such information is not identifiable to the Customer or any individual User, to test, develop, improve and enhance its products and services and to create and own derivative works based on such Submission.

10.9 **Anonymised Data.** Notwithstanding anything else in the Agreement, Customer acknowledges and agrees that Supplier may aggregate, calculate, infer, isolate, gather, compile, and co-mingle any:

- (a) Customer Data;
- (b) aspect of the provision of SaaS to the Customer;
- (c) any Submissions provided;
- (d) the provision of and results of any deliverables, work, and materials pursuant to a Statement of Work; and
- (e) the Customer's use of the SaaS,

derived from the Supplier's systems, Supplier's SaaS, any Supplier Professional Services Deliverables and the associated Statement of Work and Professional Services, Customer Data, and use such information and data with any other information and data that Supplier owns or controls for benchmarking, performing statistical analysis, product analysis and development, delivery of products and services, marketing, commercialization, or any other purpose provided that any such use is only for the purpose of producing Anonymised Data. This Section shall survive expiration or termination of this Agreement.

10.10 **Customer Feedback.** Notwithstanding any provision of this Agreement to the contrary, Supplier may have unrestricted use of such Submissions and disseminate these for any purpose, commercial or otherwise, without acknowledgment or compensation of any kind to the Customer. Customer hereby assigns and agrees to assign to Supplier all rights, title, interest and goodwill in the Submissions to Supplier, and Supplier shall own exclusive rights, including all intellectual property rights, in such Submissions.

11. Information security

11.1 The Supplier shall be responsible for taking reasonable and prudent measures to safeguard the security of the Customer Data in its possession.

11.2 The Supplier shall notify the Customer as soon as possible upon discovery of any data security incident impacting the Customer Data.

11.3 The Supplier shall not be responsible for any loss or damage to Customer Data to the extent that such loss or damage was caused by the Customer or a third party (other than a subcontractor or representative of the Supplier).

12. Data protection

12.1 Each party agrees that, in the performance of its respective obligations under this Agreement, it shall comply with the provisions of the GDPR) to the extent it applies to each of them.

12.2 For the purpose of this Section 'data controller', 'data processor', 'data subject', 'Supervisory Authority', 'personal data' and 'processing' shall have the meanings given to them in the GDPR.

12.3 The parties agree that the Customer and the Supplier will act as data controllers in respect of any personal data processed for the purposes of this Agreement.

12.4 Accordingly, the Parties agree that they shall each:

- (a) process personal data in accordance with the GDPR.
- (b) implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk.

12.5 Customer shall indemnify, defend and hold harmless Supplier and its and their officers, directors, shareholders, members, managers, employees and agents from and against any losses, resulting from Customer's use of Customer Data that has not been appropriately collected by the Customer and transferred to Supplier.

13. Confidentiality

13.1 Each party agrees that it may use the other party's Confidential Information only in the performance of its rights and obligations under this Agreement and that it shall not disclose the other party's confidential information including all know-how, trade secrets, financial, commercial, technical, tactical or strategic information of any kind except in accordance with this Section 13.

13.2 Each party may disclose the other party's Confidential Information to those of its employees, officers, advisers, agents or representatives who need to know the other party's confidential information in order to perform the disclosing party's rights and obligations under this Agreement provided that the disclosing party shall ensure that each of its employees, officers, advisers, agents or representatives to whom confidential information is disclosed is aware of its confidential nature and complies with this Section 13 as if it were a party.

13.3 Each party may disclose any Confidential Information required by law, any court, any governmental, regulatory or supervisory authority (including any regulated investment exchange) or any other authority of competent jurisdiction.

14. LIMITATION OF LIABILITY

14.1 **THE EXTENT OF THE PARTIES' LIABILITY UNDER OR IN CONNECTION WITH THIS AGREEMENT (REGARDLESS OF WHETHER SUCH LIABILITY ARISES IN TORT, CONTRACT OR IN ANY OTHER WAY AND WHETHER OR NOT CAUSED BY NEGLIGENCE OR MISREPRESENTATION) SHALL BE AS SET OUT IN THIS SECTION 14.**

14.2 **SUBJECT TO SECTION 14.5, THE SUPPLIER'S TOTAL LIABILITY SHALL NOT EXCEED:**

- (a) AN AMOUNT EQUAL TO THE SUBSCRIPTION FEES PAID BY THE CUSTOMER TO THE SUPPLIER UNDER THIS AGREEMENT IN THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST INCIDENT GIVING RISE TO THE LOSS, OR
 - (b) FOR INCIDENTS OCCURRING IN THE FIRST 12 MONTHS OF THIS AGREEMENT, AN AMOUNT EQUAL TO THE PAID AND PROJECTED SUBSCRIPTION FEES PAID BY THE CUSTOMER FOR THAT PERIOD UNDER THIS AGREEMENT UNLESS CAUSED BY OR ATTRIBUTABLE TO CUSTOMER'S OR ITS USERS WILLFUL MISCONDUCT OR GROSS NEGLIGENCE.
- 14.3 SUBJECT TO SECTION 14.5, THE SUPPLIER SHALL NOT BE LIABLE FOR CONSEQUENTIAL, INDIRECT OR SPECIAL LOSSES.
- 14.4 SUBJECT TO SECTION 14.5, THE SUPPLIER SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING (WHETHER DIRECT OR INDIRECT):
 - (a) LOSS OF PROFIT;
 - (b) LOSS OF DATA;
 - (c) LOSS OF USE;
 - (d) LOSS OF PRODUCTION;
 - (e) LOSS OF CONTRACT;
 - (f) LOSS OF OPPORTUNITY;
 - (g) LOSS OF SAVINGS, DISCOUNT OR REBATE (WHETHER ACTUAL OR ANTICIPATED);
 - (h) HARM TO REPUTATION OR LOSS OF GOODWILL.
- 14.5 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE LIABILITY OF THE PARTIES SHALL NOT BE LIMITED IN ANY WAY IN RESPECT OF THE FOLLOWING:
 - (a) DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE;
 - (b) FRAUD OR FRAUDULENT MISREPRESENTATION;
 - (c) ANY OTHER LOSSES WHICH CANNOT BE EXCLUDED OR LIMITED BY APPLICABLE LAW.
- 15. **Term and termination**
- 15.1 This Agreement will begin on the Commencement Date and, unless terminated earlier in accordance with the provisions of this Agreement, continue for the period set forth the Commercial Summary.
- 15.2 The Supplier may terminate this Agreement and/or any Statement of Work at any time by giving notice in writing to the Customer if:
 - (a) the Customer or any User commits a material breach of this Agreement and such breach is not remedied within ten (10) business days' or if the material breach is incapable of being remedied;
 - (b) the Customer has failed to pay any amount due under this Agreement on the due date and such amount remains unpaid within thirty (30) calendar days after the Customer has received notification that the payment is overdue; or
 - (c) any consent, licence or authorisation held by the Customer is revoked or modified such that it is no longer able to comply with its obligations under this Agreement, any Statement of Work, or access and use the SaaS.
- 15.3 The Customer may terminate this Agreement if Supplier commits a material breach of this Agreement which is not remedied within thirty (30) calendar days of receiving written notice of such breach from Customer.
- 15.4 Either party may terminate this Agreement at any time by giving notice in writing to the other party if that other party:
 - (a) stops carrying on all or a significant part of its business, or indicates in any way that it intends to do so;
 - (b) is unable to pay its debts as they become due;
 - (c) becomes the subject of a formal insolvency arrangement recognised by applicable law;
 - (d) has a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income;
 - (e) has a resolution passed for its winding up;
 - (f) has a petition presented to any court for its winding up or an application is made for an administration order, or any winding-up or administration order is made against it;
 - (g) is subject to any procedure for the taking control of its goods that is not withdrawn or discharged within fourteen (14) calendar days of that procedure being commenced;
 - (h) has a freezing order made against it;
 - (i) is subject to any recovery or attempted recovery of items supplied to it by a supplier retaining title to those items;
 - (j) is subject to any events or circumstances analogous to those in Sections 15.3 (a) to 15.3 (j) in any jurisdiction;

- (k) takes any steps in anticipation of, or has no realistic prospect of avoiding, any of the events or procedures described in Sections 15.3 (a) to 15.3 (k) including for the avoidance of doubt, but not limited to, giving notice for the convening of any meeting of creditors, issuing an application at court or filing any notice at court, receiving any demand for repayment of lending facilities, or passing any board resolution authorising any steps to be taken to enter into an insolvency process.
- 15.5 The right of a party to terminate the Agreement pursuant to Section 15.3 shall not apply to the extent that the relevant procedure is entered into for the purpose of amalgamation, reconstruction or merger (where applicable) where the amalgamated, reconstructed or merged party agrees to adhere to this Agreement.
- 15.6 If a party becomes aware that any event has occurred, or circumstances exist, which may entitle the other party to terminate this Agreement under this Section 15, it shall immediately notify the other party in writing.
- 15.7 Termination or expiry of this Agreement shall not affect any accrued rights and liabilities of either party at any time up to the date of termination.
- 16. After Termination**
- 16.1 In the event of termination of this Agreement for any reason:
- (a) the right to access the SaaS provided under this Agreement shall terminate immediately;
 - (b) the Customer shall within ninety (90) calendar days either return or destroy (at the Supplier's option) all the Supplier's Confidential Information, Anonymised Data, Documentation and Supplier Professional Services Deliverables in its possession or under its control and all copies of such information; and
 - (c) all provisions of this Agreement shall cease to have effect, except that any provision which can reasonably be inferred as continuing or is expressly stated to continue shall continue in full force and effect.
- 17. Entire agreement**
- 17.1 The parties agree that this Agreement, including the Commercial Summary, terms and conditions, and any applicable Statement of Work, constitute the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.
- 17.2 Each party acknowledges that it has not entered into this in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in this Agreement, except in the case of fraudulent misrepresentation. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in this Agreement.
- 18. Force Majeure**
- Neither party shall have any liability under or be deemed to be in breach of this Agreement for any delays or failures in performance of this Agreement which result from an event of Force Majeure. The party affected by such an event shall promptly notify the other party in writing when such an event causes a delay or failure in performance and when it ceases to do so. If such an event continues for a continuous period of more than three (3) months, either party may terminate this Agreement by written notice to the other party.
- 19. No partnership or agency**
- The parties are independent businesses and are not partners, principal and agent or employer and employee and this Agreement does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. None of the parties shall have, nor shall represent that they have, any authority to make any commitments on the other party's behalf.
- 20. Notices**
- 20.1 All notices or other communications required or permitted hereunder shall be made in writing and shall be deemed to have been duly given if delivered by hand or mailed (including e-mail), postage prepaid, by certified or registered mail, return receipt requested, and addressed to the address as set out in the Commercial Summary
- 20.2 Any such notice shall be deemed to have been duly given seventy two (72) hours after the time it was mailed unless served by hand in which case it shall have immediate effect if served during business hours in the country where the Party is located. If served by e-mail, the notice shall be deemed to have been duly served 24 hours after the time it was e-mailed. SaaS by e-mail shall only be effective if served to the e-mail address set out in the Commercial Summary. All notices served by e-mail shall be followed up with an original in the post.
- 20.3 Notice of change of address shall be effective only when done in accordance with this Section.
- 21. Severability**
- 21.1 Each Section of this Agreement is severable and distinct from the others. If any Section in this Agreement (or part thereof) is or becomes illegal, invalid or unenforceable under applicable law, but would be legal, valid and enforceable if the Section or some part of it was deleted or modified (or the duration of the relevant Section reduced):
- (a) the relevant Section (or part thereof) will apply with such deletion or modification as may be required to make it legal, valid and enforceable; and
 - (b) without limiting the foregoing, in such circumstances the parties will promptly and in good faith seek to negotiate a replacement provision consistent with the original intent of this Agreement as soon as possible.

22. Waiver

No failure, delay or omission by either party in exercising any right, power or remedy provided by law or under this Agreement shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right or remedy. No single or partial exercise of any right, power or remedy provided by law or under this Agreement shall prevent any future exercise of it or the exercise of any other right, power or remedy.

23. Refunds

Where the Supplier terminates the SaaS and/or a Statement of Work other than under Section 15 Customer will be entitled to a pro rata refund of any Fees that Customer has paid in advance for the terminated SaaS and/or Statement of Work.

24. Set off

Each party must pay all sums that it owes to the other party under this Agreement without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.

25. Assignment

No party may assign, subcontract or encumber any right or obligation under this Agreement, in whole or in part, without the other's prior written consent (such consent not to be unreasonably withheld or delayed). However, Supplier may, at any time, assign this Agreement to any of its Affiliates.

26. Survival of Terms.

Termination of all or any part of the Agreement will not affect a party's respective accrued rights and obligations. The following Sections will survive termination: 1 (Definition and Interpretation), 4 (Supplier Warranties), 7 (Fees), 8 (Invoicing), 9 (Supplier Intellectual Property), 10 (Customer Data), 13 (Confidentiality), 14 (Limitation of Liability), 15 (Term and Termination), 16 (After Termination), and 17-27 along with any others (including those in any Schedule or Statement of Work) that by their nature should survive.

27. Third Party Rights

Except as expressly provided for in this Agreement or the Affiliates, a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of this Agreement. Sections 4 (Supplier Warranties), 9 (Supplier Intellectual Property), 14 (Confidentiality), and 27 (Third Party Rights) benefit Third Party Providers and the Third Party's Affiliates to the same extent as they would benefit the Supplier. The limitations and exclusions set out in Section 14 (Limitation of Liability) will apply with respect to all such recipients of a claim under each Agreement governed by this Agreement so that the aggregate liability will not exceed that applying to one recipient of a claim. Third Party Providers and the Supplier's Affiliates may exercise their rights directly or the Supplier may exercise such rights on their behalf. The Supplier's Affiliates have the right to enforce and rely on the terms of the Agreement. The parties to the Agreement may cancel or vary the Agreement in accordance with its terms without the consent of any third party.

28. Export Compliance.

The SaaS and other technology Supplier makes available, and derivatives thereof may be subject to export laws and regulations of the United Kingdom and other jurisdictions. Each party represents that it is not named on any relevant country denied-party list. Customer shall not permit anyone to access or use the SaaS in any embargoed country or in violation of any applicable export law or regulation.

29. Limitation Period

Unless otherwise required by applicable law without the possibility of contractual waiver or limitation neither party will bring a legal action, regardless of form, for any claim arising out of or related to this Agreement more than two years after the cause of action arose. The parties hereby agree that after the expiration of such time limit, any such claim and all respective rights related to the claim lapse.

30. Governing law

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

31. Jurisdiction

The parties irrevocably agree 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, its subject matter or formation (including non-contractual disputes or claims).