SYNERGIST

GENERAL TERMS AND CONDITIONS

1. INFORMATION ABOUT THESE TERMS

1.1 These general terms and conditions ("**Terms**") apply to the provision and receipt of the Services and should be read in conjunction with the Order Form, the Service Specific Terms and the DPA.

1.2 Capitalised terms used in these Terms which are not defined in Clause 2 or in the relevant Clause itself shall have the meaning given in the Order Form, Service Specific Terms or DPA (as applicable).

2. DEFINITIONS AND INTERPRETATION

2.1 The following terms shall have the following meanings unless the context requires otherwise:

"Agreement"	has the meaning given to it in the Order Form.
"Applicable Law"	means any applicable law, statute, bye law, regulation, order, regulatory policy, compulsory guidance or industry code of practice, rule of court or directive, judgment, or delegated or subordinate legislation in force from time to time and whether applying to the Services, the Supplier's obligations under or in connection with this Agreement or otherwise.
"Associates"	means subcontractors and other third parties who provide services to the Customer solely for the Customer's internal business purposes.
"Business Day"	means any day other than: (i) a Saturday; (ii) a Sunday; or (iii) a day when the clearing banks in the City of London are not physically open for business.
"Business Hours"	means 9am to 5pm on a Business Day.
"Confidential Information"	means any information in any form or medium obtained by or on behalf of either Party from or on behalf of the other Party in relation to this Agreement which is expressly marked as confidential or which a reasonable person would consider to be confidential, whether disclosed or obtained before, on or after the date of this Agreement, together with any reproductions of such information or any part of it (and, for the avoidance of doubt, (i) the Services, the Software and any specification provided by the Supplier from time to time shall be considered the Supplier's Confidential Information and (ii) Aggregated Data shall not be considered the Customer's Confidential Information).
"Controller"	has the meaning given to it by GDPR.
"Customer"	means the party identified as the customer in the Order Form.
"Customer Data"	means the data inputted by the Customer or Users into the Software in using the Services and which includes Personal Data.
"Data Protection Laws"	has the meaning given to it in the DPA or, in the absence of a DPA, means in relation to any Personal Data which is Processed in the performance of this Agreement: (i) in respect of the United Kingdom, the Data Protection Act 2018, the UK GDPR and the Data (Use and Access) Act 2025; and (ii) in respect of the European Economic Area, the EU GDPR, the Directive on Privacy and Electronic Communications 2002/58 and other data protection or privacy legislation in force from time to time in the European Economic Area, in each case together with any national implementing laws, regulations, secondary legislation and any other applicable or equivalent data protection or privacy laws, as amended or updated from time to time, and any successor legislation to such laws.
"Data Subject"	has the meaning given to it by GDPR.

"DPA"	means the Supplier's data processing agreement as identified in the Order Form.
"Fees"	means the fees payable by the Customer to the Supplier as set out in the Order Form and as revised from time to time in accordance with this Agreement.
"GDPR"	has the meaning given to it in the DPA or, in the absence of a DPA, means the UK GDPR and/or the EU GDPR, in each case as applicable, where: (a) "**UK GDPR**" means Regulation (EU) 2016/679 General Data Protection Regulation as it forms part of the law of England and Wales, Scotland, and Northern Ireland by virtue of Section 3 of the European Union (Withdrawal) Act 2018 and amended by the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019; and (b) **"EU GDPR"** means Regulation (EU) 2016/679 General Data Protection Regulation as applicable in the European Economic Area, together with any applicable national data protection legislation of the relevant EEA member state.
"Group"	means, in relation to any person, that person and any other person that directly or indirectly Controls, is Controlled by, or is under common Control with such person (and reference to "**Control**" means the ability to control or direct (directly or indirectly) the decisions and/or management of a person whether via contract, shares, voting rights, agreement or otherwise and "**Controlled**" shall be construed accordingly).
"Insolvency Event"	means, in relation to the other Party: (i) it suspends or threatens to suspend payment of its debts, or is unable or admits inability to pay its debts as they fall due within the meaning of Section 123 of the Insolvency Act 1986; (ii) it commences negotiations with, or enters into any compromise or arrangement with, its creditors (other than for the purpose of a solvent restructuring); (iii) an administrator, administrative receiver, receiver or liquidator is appointed over it or any of its assets, or steps are taken to make such an appointment; (iv) an order is made or resolution passed for its winding-up, or an administration order is made; or (v) it takes or suffers any similar or analogous action in any jurisdiction as a result of debt.
"Intellectual Property Rights"	means copyright and related rights, trade marks, trade names and domain names, rights in goodwill or to sue for passing off, patents, rights in inventions, designs, database rights, rights in computer software, rights in confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered, including all applications (and rights to apply) for, and renewals or extensions of, such rights, and all similar or equivalent rights subsisting now or in the future anywhere in the world.
"Order Form"	means the order form entered into by the Customer and the Supplier containing specific information relating to the particular Services supplied or to be arranged to be supplied by the Supplier to the Customer.
"Party"	means either the Supplier or the Customer (and **"Parties"** shall mean both the Supplier and the Customer).
"Personal Data"	has the meaning given to it by GDPR, and except as otherwise set out in the DPA, relates only to personal data, or any part of such personal data, of which the Customer is the Controller and in relation to which the Supplier is the Processor in providing the Services under this Agreement.
"Process" and **"Processing"**	have the meaning given to them by GDPR.
"Processor"	has the meaning given to it by GDPR.

"Prohibited Materials"	means any material that: (i) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; (ii) facilitates illegal activity; (iii) depicts sexually explicit images; (iv) promotes unlawful violence; (v) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or (vi) is otherwise illegal or causes damage or injury to any person or property.
"Service Specific Terms"	means the terms specific to the Services as identified in the Order Form.
"Services"	means the relevant Onboarding Services, Subscription Services and Support Services set out in the Order Form.
"Software"	means the software product made available by the Supplier to the Customer as part of the Subscription Services, as set out in the Order Form.
"Subscription Services"	means the provision to the Customer of access to and use of the Software on a subscription basis, as set out in the Order Form.
"Supplier"	means the party identified as the supplier in the Order Form.
"Updates"	means the changes made by or on behalf of the Supplier to the Subscription Services including by deploying updates, upgrades, patches, corrections, enhancements and modifications to the same from time to time.
"Users"	means the Customer's employees who are authorised by the Customer to use the Services and, where permitted by the Service Specific Terms, those persons to whom the Customer has issued log in details.
"Virus"	means 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.

2.2 In this Agreement:

2.2.1 references to "**Clauses**" are to clauses of these Terms;

2.2.2 the headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement;

2.2.3 a "**person**" includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

2.2.4 a reference to a Party includes its personal representatives, successors or permitted assigns;

2.2.5 words imparting the singular shall include the plural and vice versa; words imparting a gender shall include the other gender and the neutral;

2.2.6 a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;

2.2.7 any phrase introduced by the terms "**including**", "**include**", "**in particular**" or any similar expression, shall be construed as illustrative, shall not limit the sense of the words preceding or following those terms, and shall be deemed to be followed by the words "without limitation" unless the context requires otherwise; and

2.2.8 a reference to "**writing**" or "**written**" includes in electronic form and similar means of communication and, for notices under Clause 20, includes email where the relevant email address is set out in the Order Form.

3. APPOINTMENT AND SERVICES

3.1 The Customer has appointed the Supplier on a non-exclusive basis to provide the Services.

3.2 The Supplier shall use reasonable endeavours to provide the Services and perform the Supplier's obligations under this Agreement.

3.3 The Supplier shall use reasonable endeavours to meet any timescales set out in this Agreement, but, unless specifically stated otherwise in this Agreement, time shall not be of the essence.

3.4 The Supplier shall not be responsible for, and its performance of this Agreement shall be excused to the extent of, any failure, delay, defect or issue arising from or caused by the Customer's acts or omissions (or those acting on the Customer's behalf) including any modification or alteration to the Services not authorised by the Supplier or any failure by the Customer to comply with its obligations under this Agreement.

4. CUSTOMER OBLIGATIONS

4.1 The Customer warrants that the Customer has:

4.1.1 all necessary rights, consents and permissions to enter into this Agreement;

4.1.2 the required skill and judgment to use the Services, and the Customer undertakes at all times to exercise the same in the Customer's use of the Services and the Customer accepts that the Customer shall be exclusively responsible for all opinions, recommendations, advice or comments the Customer makes or actions the Customer takes arising out of such use; and

4.1.3 obtained and shall maintain all necessary consents and permissions required for the Customer's use of the Services.

4.2 The Customer shall, and shall procure that the Customer's employees, agents and Associates shall:

4.2.1 comply with all Applicable Laws with respect to the Customer's activities under this Agreement;

4.2.2 co-operate with the Supplier as reasonably required in connection with the Services and comply with the Supplier's reasonable instructions relating to the Services;

4.2.3 provide the Supplier with all necessary information as may be required by the Supplier in order to provide the Services;

4.2.4 carry out all of the Customer's responsibilities set out in this Agreement in a timely and efficient manner;

4.2.5 not use the Software or Services or allow the Software or Services to be accessed by or disclosed to any persons other than the Users, and such Users shall only use such Software and Services in accordance with this Agreement;

4.2.6 not use or make use of the Services in any way which may be detrimental to the Supplier's reputation or interests; and

4.2.7 promptly notify the Supplier of any errors, defaults, issues or inaccuracies the Customer becomes aware of in the Services or of any other circumstances which might materially affect the operation of the Services.

4.3 The Customer shall not (and shall procure that the Users and the Customer's Associates shall not) access, store, distribute or transmit any Viruses or any Prohibited Material during the Customer's use of the Services. The Supplier reserves the right, without liability or prejudice to the Supplier's other rights and remedies, to disable the Customer's access to and suspend all or part of the Services if the Customer breaches the provisions of this Clause. The Supplier reserves the right, without liability (subject to Clause 13.1) or prejudice to the Supplier's other rights and remedies, to disable the Customer's access to any material that breaches the provisions of this Clause.

5. PAYMENT

5.1 The Fees, invoicing cadence and payment dates shall be as set out in the Order Form. Payment of the Fees shall be made in the currency set out in the Order Form (or, if no currency is specified, in pounds sterling).

5.2 All sums due under this Agreement are exclusive of VAT or other sales, import or export duties or taxes (if applicable) which shall be payable in addition at the same time as payment of any sums due.

5.3 The Customer shall pay the Fees by any payment method that the Supplier may stipulate from time to time. No payment shall be considered paid until the Supplier has received it in cleared funds in full.

5.4 The Supplier may increase the Fees payable for the Services with effect from the start of any renewal period of the Subscription Term. If the Supplier exercises this right, it shall give the Customer written notice of the increase within the notice period set out in the Order Form or, if none is set out, at least 30 days

before the last date on which the Customer may give notice of non-renewal. This Clause 5.4 applies only to the Fees for the Services provided as at the Subscription Start Date; the pricing of any new product, service or feature subsequently made available by the Supplier (whether or not taken up by the Customer) shall be determined separately by the Supplier and shall not be subject to, or limited by, this Clause 5.4.

5.5 If the Customer is late in paying any part of any monies due to the Supplier under this Agreement and such payment remains outstanding for 14 days following the Supplier providing notice to the Customer of such outstanding payment, the Supplier may (without prejudice to any of the Supplier's other rights or remedies) charge interest on the overdue amount due but unpaid at the rate specified by the Late Payment of Commercial Debts (Interest) Act 1998 (from time to time) or, where such Act does not apply, a rate of 4% per annum above the base rate of Barclays Bank Plc (as varied from time to time). Such interest shall accrue daily from the original due date until payment in full (whether before or after judgment).

5.6 The Supplier may recover the Supplier's costs, expenses and charges (including legal and debt collection fees and costs) in collecting any late payment.

5.7 Where any Fees are overdue, the Supplier may suspend access to all or part of the Services in accordance with Clause 11.

5.8 If the Customer disputes, in good faith, an invoice:

5.8.1 the Customer shall notify the Supplier in writing immediately, specifying the reasons for disputing the invoice;

5.8.2 the Customer shall provide all evidence as may be reasonably necessary to verify the disputed invoice;

5.8.3 the Customer shall pay to the Supplier all amounts not disputed by the Customer on the due date; and

5.8.4 the Customer and the Supplier shall negotiate in good faith to attempt to resolve the dispute promptly.

6. INTELLECTUAL PROPERTY RIGHTS

6.1 The Customer acknowledges and agrees that the Supplier and the Supplier's licensors own all Intellectual Property Rights in and to the Software, Updates and Services.

6.2 This Agreement does not grant the Customer any rights to, under or in, any Intellectual Property Rights (whether registered or unregistered) or any other rights or licences in respect of the Software, Updates or the Services, unless expressly set out in this Agreement.

6.3 If the Customer becomes aware of any infringement, or improper or wrongful use, of the Software, Updates and/or Services, or any Intellectual Property Rights in them or any part of them, the Customer shall promptly inform the Supplier of such use and at the Supplier's request and cost the Customer shall assist the Supplier in taking any steps in connection with the protection or defence of the same.

6.4 The Customer grants to the Supplier:

6.4.1 a non-exclusive licence during the term of this Agreement to use the Customer's Intellectual Property Rights to allow the Supplier to provide the Software, Updates and Services to the Customer in accordance with this Agreement; and

6.4.2 a non-exclusive, worldwide, royalty-free, perpetual and irrevocable licence to use Customer Data to create Aggregated Data in accordance with Clause 10.

6.5 The Customer may, from time to time, provide suggestions, comments, feedback, ideas, requests for enhancements or other input relating to the Services ("**Feedback**"). The Customer hereby grants to the Supplier a non-exclusive, worldwide, irrevocable, perpetual, royalty-free licence (with the right to sub-license) to use, copy, modify, adapt, and incorporate any Feedback into the Services or any of the Supplier's products or services.

7. INTELLECTUAL PROPERTY CLAIMS

7.1 The Customer shall indemnify the Supplier against claims, actions, proceedings, losses, damages, expenses and costs (including court costs and reasonable legal fees) arising out of or in connection with the Customer's use of the Software and the Services which is not expressly permitted by this Agreement, provided that:

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

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

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

7.2 Subject to Clause 7.3, the Supplier shall defend the Customer against any claim that the Customer's use of the Services in accordance with this Agreement infringes any Intellectual Property Rights of a third party ("**IPR Claim**"), and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such IPR Claim, provided that:

7.2.1 as soon as reasonably practicable, the Customer gives written notice of the IPR Claim to the Supplier, specifying the nature of the IPR Claim in reasonable detail;

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

7.2.3 the Supplier is given sole authority to defend or settle the claim, and the Customer does not make any admission of liability, agreement or compromise in relation to the IPR Claim without the Supplier's prior written consent; and

7.2.4 the Customer gives the Supplier and the Supplier's professional advisers access at reasonable times (on reasonable prior notice) to the Customer's premises and the Customer's officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within the Customer's power or control, so as to enable the Supplier and the Supplier's professional advisers to examine them and to take copies (at the Supplier's expense) for the purpose of assessing the IPR Claim.

7.3 Clause 7.2 shall not apply where the IPR Claim is attributable to:

7.3.1 the Customer's use of the Services in combination with data, software, hardware, equipment, or technology not provided by the Supplier or authorised by the Supplier in writing;

7.3.2 the Customer's use of the Software or the Services in a manner contrary to the instructions given to the Customer by the Supplier or this Agreement;

7.3.3 modifications to the Software or Services by anyone other than the Supplier; and/or

7.3.4 the Customer's use of the Services after notice of the alleged or actual infringement from the Supplier or any appropriate authority.

7.4 If any IPR Claim is made, or in the Supplier's reasonable opinion is likely to be made, against the Customer, the Supplier may at the Supplier's sole option and expense:

7.4.1 procure for the Customer the right to continue to use the Software and/or Services (or any part thereof) in accordance with the terms of this Agreement;

7.4.2 modify the Software and/or Services so that they cease to be infringing;

7.4.3 replace the Software and/or Services with non-infringing software; or

7.4.4 terminate this Agreement immediately by giving notice in writing to the Customer and refund any of the Fees paid by the Customer as at the date of termination (less a reasonable sum in respect of the Customer's use of the Software and Services to the date of termination).

7.5 Nothing in this Clause 7 shall relieve the Customer from any obligations to mitigate the Customer's loss.

7.6 This Clause 7 constitutes the Customer's sole and exclusive rights and remedies, and the Supplier's entire obligations and liability, for infringement of any Intellectual Property Rights.

8. CONFIDENTIALITY AND PUBLICITY

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

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

8.1.2 was in the other Party's lawful possession before the disclosure without restriction on disclosure;

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

8.1.4 is independently developed by the receiving Party, which independent development can be shown by written evidence.

8.2 Subject to Clauses 8.4, 8.5 and 10, each Party shall hold the other Party's Confidential Information in confidence and not make the other's Confidential Information available to any third party or use the other's Confidential Information for any purpose other than the implementation of this Agreement.

8.3 Each Party shall use adequate procedures and security measures to ensure the other Party's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in breach of this Agreement.

8.4 A Party may disclose the other Party's Confidential Information to those of its employees, agents and subcontractors who need to know such Confidential Information provided that:

8.4.1 it informs such employees, agents and subcontractors of the confidential nature of the Confidential Information before disclosure; and

8.4.2 it does so subject to obligations equivalent to those set out in this Clause 8.

8.5 A Party may disclose the Confidential Information of the other Party to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court 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 and, where notice of disclosure is not prohibited, it takes into account the reasonable requests of the other Party in relation to the content of such disclosure.

8.6 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 Agreement are granted to the other Party, or to be implied from this Agreement.

8.7 The Supplier may publicly identify the Customer as the Supplier's customer and describe the Software and Services the Supplier provides to the Customer, including using the Customer's name and logo in the Supplier's marketing and communications with the Supplier's partners, customers, prospects and investors, provided that the Supplier does not disclose any of the Customer's Confidential Information without the Customer's prior written consent.

9. DATA PROTECTION

9.1 Each Party shall, in the performance of this Agreement, comply with Data Protection Laws and, where applicable, the DPA.

9.2 To the extent that the Supplier Processes Personal Data on behalf of the Customer in connection with the Services, the Parties shall comply with the data processing terms set out in the DPA, which the Customer acknowledges it has had the opportunity to review before entering into this Agreement and which forms part of this Agreement. In the event of any conflict or inconsistency between these Terms and the DPA in relation to the Processing of Personal Data, the DPA shall prevail.

9.3 Notwithstanding Clause 16, the Supplier shall not be entitled to vary the version of the DPA applicable to the Customer unilaterally; any change to the DPA shall require agreement in writing or shall be notified to the Customer at least 30 days in advance with the Customer having the right to object and, where the change cannot be avoided, to terminate this Agreement. Changes to the Supplier's use of Subprocessors (including updates to the Subprocessor List) are governed solely by Clauses 6.4 and 6.5 of the DPA and are not changes to the DPA for the purposes of this Clause 9.3.

10. AGGREGATED DATA

10.1 The Supplier may collect, generate and use data and information relating to the Customer's use of the Services and derived from Customer Data, provided that it is aggregated and/or anonymised such that it does not identify, and cannot reasonably be used (taking into account all means reasonably likely to be used) to identify, the Customer or any Data Subject ("**Aggregated Data**").

10.2 The Supplier may use Aggregated Data for any purpose, including operating, monitoring, analysing, improving and developing the Services and the Supplier's other products and services (including developing, training and improving analytics, machine learning and artificial intelligence models and systems).

10.3 As between the Parties, all Aggregated Data, and all Intellectual Property Rights in it, are owned by the Supplier and the Supplier may retain and continue to use Aggregated Data following the termination or expiry of this Agreement.

10.4 The Customer instructs the Supplier to anonymise or aggregate Personal Data for the purpose of creating Aggregated Data, and the Supplier's creation of Aggregated Data from Customer Data, and any Processing of Personal Data required for that purpose, shall be carried out in accordance with the DPA and Data Protection Laws.

11. SUSPENSION

11.1 Without prejudice to the Supplier's other rights and remedies, the Supplier may suspend access to all or part of the Services (including any User's access) with immediate effect where the Supplier reasonably considers such suspension to be necessary:

11.1.1 to prevent or mitigate any material risk to the security, integrity or availability of the Services or any part of them;

11.1.2 to address any actual or suspected unauthorised access to or use of the Services;

11.1.3 where the Customer or any User is in breach of this Agreement (including any restrictions on use or Prohibited Materials);

11.1.4 where any Fees are overdue and remain outstanding for 14 days or more following the Supplier providing notice to the Customer of such outstanding payment;

11.1.5 to comply with Applicable Law or any order, direction or requirement of a regulatory authority;

11.1.6 to carry out emergency maintenance; or

11.1.7 where the Customer's use of the Services poses a risk to other customers, third parties or the Supplier's systems.

11.2 Where reasonably practicable, the Supplier shall provide the Customer with notice of any suspension and shall use reasonable endeavours to minimise the scope and duration of any such suspension.

11.3 The Supplier shall restore access to the Services as soon as reasonably practicable once the grounds for suspension have been resolved, including, where the suspension arises from non-payment, once payment in full has been made.

11.4 Unless the suspension arises solely from the Supplier's breach of this Agreement, Fees shall remain payable during any period of suspension.

12. TERM AND TERMINATION

12.1 This Agreement shall commence on the date the Order Form is signed by both Parties and, unless terminated earlier in accordance with this Agreement, shall continue for the Initial Subscription Term set out in the Order Form and any renewal periods set out in the Order Form (together, the "Subscription Term").

12.2 Without prejudice to any of the Supplier's other rights or remedies, the Supplier may terminate this Agreement, with immediate effect (or such other notice period as the Supplier sees fit in the Supplier's absolute discretion) by giving notice to the Customer if the Customer fails to pay any amount due under this Agreement on the due date for payment and such amount remains in default for not less than 14 days after such due date.

12.3 Either Party may (without prejudice to its other rights) terminate this Agreement at any time immediately by notice in writing to the other Party if:

12.3.1 the other Party is in material breach of any of its obligations under this Agreement, and, where such material breach is capable of remedy, the other Party fails to remedy such breach within a period of 30 days of being notified of such breach by the terminating Party;

12.3.2 the other Party is subject to an Insolvency Event; and/or

12.3.3 the other Party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

12.4 On termination of this Agreement:

12.4.1 the Customer's rights in respect of, and access to, the Services shall cease and the Customer shall immediately cease all use of the Software and Services;

12.4.2 the Supplier shall return, export and/or delete Personal Data in accordance with the DPA;

12.4.3 all outstanding Fees and any other sums due to the Supplier shall become immediately payable, whether invoiced or not;

12.4.4 the Customer and the Supplier shall return and make no further use of any equipment, property, documentation and other items (and all copies of them) belonging to the other; and

12.4.5 the Customer and the Supplier shall:

12.4.5.1 return to the other Party all documents and materials (and any copies) containing, reflecting, incorporating or based on the other Party's Confidential Information;

12.4.5.2 erase all the other Party's Confidential Information from its computer systems (to the extent possible); and

12.4.5.3 certify in writing to the other Party that it has complied with the requirements of this Clause 12.4.5,

provided that a recipient Party may retain documents and materials containing, reflecting, incorporating or based on the other Party's Confidential Information to the extent required by Applicable Law.

12.5 Termination of this Agreement, for any reason, shall be without prejudice to the rights and liabilities of either Party which may have accrued on or at any time up to the date of termination, and shall not affect the coming into force, or continuance in force, of any provision which is expressly or by implication intended to come into or continue in force on or after such termination including Clauses 5, 6, 7, 8, 9, 10, 12.4, 12.5, 13, 18, 20 and 24 and the DPA.

13. LIMITATION OF LIABILITY

13.1 Nothing in this Agreement shall exclude or limit:

13.1.1 the defaulting Party's liability for death or personal injury caused by its (or its agent's or sub-contractor's) negligence;

13.1.2 the defaulting Party's liability for fraud;

13.1.3 the Customer's liability for payment of the Fees due and payable; or

13.1.4 any other liability which cannot be excluded or limited by Applicable Law.

13.2 Subject to Clause 13.1, neither Party shall have any liability in respect of any:

13.2.1 loss of actual or anticipated profits (whether direct or indirect);

13.2.2 loss of anticipated savings (whether direct or indirect);

13.2.3 loss of goodwill (whether direct or indirect);

13.2.4 loss of business opportunity (whether direct or indirect);

13.2.5 wasted expenditure (whether direct or indirect);

13.2.6 loss of, damage to, or corruption of, data (including Customer Data) (except to the extent that that Party specifically has a responsibility to prevent loss of, damage to or corruption of, data under this Agreement) (whether direct or indirect); and/or

13.2.7 indirect or consequential losses, damages, costs or expenses,

whether or not such losses were reasonably foreseeable or that Party's agents or contractors had been advised of the possibility of such losses being incurred.

13.3 Subject to Clauses 13.1 and 13.2, the Supplier's total aggregate liability arising out of or in connection with this Agreement, whether in respect of one claim or a series of related or unrelated claims, shall not exceed 100% of the Fees paid and payable by the Customer under this Agreement in the 12 months preceding the date of the first event giving rise to the liability, provided that where that event occurs during the first 12 months of the Subscription Term, or after the expiry or termination of this Agreement, the Fees paid and payable in respect of the first 12 months of the Subscription Term shall be used instead.

13.4 Subject to Clause 13.1, no claim may be brought by either Party under this Agreement unless written notice of the claim, giving reasonable particulars of the claim, is given to the other Party within 12 months of the claimant becoming aware, or having reason to be aware, of the matter giving rise to the claim.

13.5 Except as expressly and specifically provided in this Agreement:

13.5.1 the Customer assumes sole responsibility for results obtained from the use of the Software and the Services 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 information, instructions or scripts provided to the Supplier by the Customer in connection with the Software and the Services or any actions taken by the Supplier at the Customer's direction; and

13.5.2 all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by Applicable Law, excluded from this Agreement.

13.6 All references to "Supplier" in this Clause 13 shall, for the purposes of this Clause, be treated as including the Supplier and the members of the Supplier's Group and the Supplier's employees, subcontractors and suppliers, all of whom shall have the benefit of the exclusions and limitations of liability set out in this Clause 13.

14. FORCE MAJEURE

14.1 The Supplier shall have no liability to the Customer under this Agreement if the Supplier is prevented from or delayed in performing the Supplier's obligations under this Agreement, or from carrying on the Supplier's business, by acts, events, omissions or accidents beyond the Supplier's reasonable control, including, strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or

direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors ("**Force Majeure Event**").

14.2 The performance of the Supplier's obligations shall be suspended during the period that the Force Majeure Event persists, and the Supplier shall be granted an extension of time for performance equal to the period of the delay.

14.3 If the Supplier has contracted to provide identical or similar services to more than one licensee and the Supplier is prevented from fully meeting the Supplier's obligations to the Customer due to a Force Majeure Event, the Supplier may decide at the Supplier's absolute discretion which contracts the Supplier shall perform and to what extent.

15. ASSIGNMENT AND OTHER DEALINGS

15.1 The Customer may not assign, transfer, charge, sub-contract or deal in any other manner with all or any of the Customer's rights or obligations under this Agreement without the Supplier's prior written consent (such consent not to be unreasonably withheld or delayed).

15.2 Except as expressly permitted in the Service Specific Terms, the rights provided under this Agreement are granted to the Customer only and shall not be considered granted to any of the Customer's Group.

15.3 The Supplier may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of the Supplier's rights or obligations under this Agreement.

16. AMENDMENT

No change to this Agreement shall be binding unless it is agreed in writing, signed by the authorised representatives of each of the Parties and expressed to be made for the purpose of amending this Agreement. Notwithstanding the foregoing, the Supplier may amend any part of this Agreement from time to time by publishing an updated version on the Supplier's website, provided that the Supplier may not use this Clause 16 to amend the Order Form, the Fees (which may only be increased in accordance with Clause 5.4) or the DPA (which may only be varied in accordance with Clause 9.3). Any such updated version shall take effect on the date specified on the Supplier's website, provided that a material amendment shall only take effect from the start of the next renewal period of the Subscription Term, and only if the Supplier has given the Customer written notice of it at least 30 days before the last date for giving notice of non-renewal (failing which it shall take effect from the start of the following renewal period). A material amendment required to comply with Applicable Law or to address a risk to the security of the Services may take effect earlier, on such notice as is reasonably practicable.

17. SEVERABILITY

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

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

18. WAIVER AND CUMULATIVE REMEDIES

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

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

19. SET-OFF

All amounts due from the Customer to the Supplier under or in connection with this Agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any admitted credit or overpayment or any deduction or withholding of taxes required by Applicable Law).

20. NOTICES

20.1 Any notice required to be given under this Agreement shall be in writing in the English language and shall be delivered by hand, sent by pre-paid first-class post or recorded delivery post, sent by commercial courier, or sent by email to the other Party at the relevant address or email address set out in the Order Form, or such other address or email address as may have been notified by that Party for such purposes.

20.2 A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in Business Hours, at 9.00 am (UK time) on the first Business Day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at 9.00 am on the second Business Day after posting. A notice delivered by commercial courier shall be deemed to have been received on the date and at the time that the commercial courier's delivery receipt is signed. A notice sent by email, shall be deemed to have been received at the time that email was sent unless the email was not sent in Business Hours, in which case delivery shall be at 9.00 am (UK time) on the first Business Day following delivery (where the confirmation of sending shall be conclusive evidence of proof that a notice was sent by email).

20.3 The provisions of this Clause 20 shall not apply to the service of any proceedings or other documents in any legal action.

21. THIRD PARTY RIGHTS

21.1 Except as provided in Clause 21.2, a person who is not a party to this Agreement shall have no right under or in connection with this Agreement.

21.2 The Supplier may enforce any term of this Agreement on behalf of a member of the Supplier's Group. Without prejudice to the foregoing, any member of the Supplier's Group (other than the Supplier) may enforce any term of this Agreement which is expressly or implicitly intended to benefit it.

22. NO PARTNERSHIP

Nothing in this Agreement is intended to create a partnership or joint venture or legal relationship of any kind between the Parties that would impose liability upon either Party for the act or failure to act of the other, or to authorise a Party to act as agent for the other. Save where expressly stated in this Agreement, neither Party shall have authority to make representations, act in the name or on behalf of, or otherwise to bind, the other.

23. COUNTERPARTS AND ELECTRONIC SIGNATURE

This Agreement may be signed in any number of counterparts, including by electronic signature, each of which shall constitute an original and all of which together shall constitute one agreement.

24. GOVERNING LAW AND JURISDICTION

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

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