

SUBSTANCE 2005 LIMITED
STANDARD TERMS AND CONDITIONS

These terms and conditions apply to the provision of services by Substance 2005 Limited (the **Supplier**). Save where expressly stated otherwise, these terms and conditions supersede all other terms and conditions previously used by the Supplier and apply to the provision of Services by the Supplier to the exclusion of any other terms that you may seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing and you hereby waive all rights you may have to rely on the same.

1. DEFINITIONS AND INTERPRETATION

1.1 In these General Terms the following definitions and rules of interpretation shall apply:

"Applicable Laws"	all laws (including laws relating to anti-bribery and anti-corruption), statutes, regulations, decisions, rulings, sanctions, governmental and regulatory policies, industry guidelines and/or codes of practice which may from time to time be in force anywhere in the world and relevant to any rights and/or obligations under and/or the performance of the Contract;
"Business Day"	any day except a Saturday or Sunday or public holiday in England when the banks in London are open for business;
"Charges"	the charges payable by the Client for supply of the Services as set out in clause 6;
"Change of Control"	a change in the management, ownership or control of the Client whereby the ultimate power to control or determine the direction of the management policies of the Client, either directly or indirectly and whether through the ownership of voting securities, by contract or otherwise (including that meaning as provided in section 1124 of the Corporation Tax Act 2010) is transferred;
"Client"	the person purchasing Services from the Supplier (namely, the person stated to be the Client in the Specification), also referred to as " you ";
"Client Default"	has the meaning set out in clause 5.2;
"Client Materials"	any Documents, materials, equipment and/or property created, supplied, made available and/or provided to the Supplier by or on behalf of the Client in connection with the Contract from time to time (including any data inputted, transmitted, uploaded and/or otherwise communicated by or on behalf of the Client via the Software, but excluding any Supplier Materials);
"Confidential Information"	all information of a confidential nature or which would be deemed confidential by a reasonable business person (however recorded and whether marked as confidential or not) belonging to a party which is disclosed to or received by or on behalf of the other

party, whether before, on or after the Contract Date, directly or indirectly, in connection with the Contract, including the terms of the Contract and any financial, technical, operational, commercial, employee, management, product, proposals, tenders, specifications and other information and/or data of whatever kind (including all information relating to a party's business and affairs, trade secrets, know-how, designs, websites, systems, software, services, products, future projects, plans and intentions, market opportunities, clients, transactions and strategy) of the disclosing party and/or its customers, clients, suppliers and/or affiliates;

“Contract”

the contract between the Supplier and the Client for the supply of Services, comprising these General Terms, the Specification and any Special Terms;

“Contract Date”

has the meaning set out in clause 3.5;

“Deliverables”

the deliverables the Supplier has agreed to supply to the Client as set out in the Specification (but excluding any Software and any Client Materials);

“Document”

any written document, map, plan, report, interface, technical data, source code, user manuals, training materials, presentations, handbooks, graph, drawing, design or photograph, any film, negative, tape or other device which records or has embodied in it audio and/or visual content and any disc, tape or other device recording or embodying any other data, materials or information;

“Force Majeure Event”

any event or circumstances beyond the reasonable control of a party, including strikes, industrial action, lock-outs or other industrial or trade disputes (involving the workforce of any party); interruption or failure of a utility service or transport network; war, civil war, armed conflict, terrorist attack, riot or civil commotion; nuclear, chemical or biological contamination; malicious damage; act of God, flood, drought, storm, earthquake or other natural disaster; epidemic or pandemic; sonic boom; compliance with any Applicable Law; any law or action taken by a governmental or public authority; breakdown of plant or machinery; collapse of buildings, fire, explosion or accident; and/or non-performance by suppliers or subcontractors;

“General Terms”

these standard terms and conditions as amended from time to time in accordance with clause 2.6; and

“Insolvency Event”

(as applicable in each case to the legal entity of the Client) you become insolvent or are adjudicated bankrupt; you propose or make an arrangement, compromise or composition to reschedule or restructure your indebtedness with or for the benefit of your creditors; you have an administrator, receiver,

liquidator or manager appointed over the whole or a substantial part of any of your assets or undertakings or circumstances arise which entitle a court or a creditor to appoint such an administrator, receiver, liquidator or manager; any other person takes possession of or sells any of your assets; you are subject to a petition or order for bankruptcy; you suspend, or threaten to suspend, payment of your debts or you are unable to pay your debts as they fall due within the meaning of section 123 of the UK Insolvency Act 1986; you pass a resolution or documents are filed with a court or other steps are taken to put you into or you are subject to an order for administration (including notice of intent given to appoint an administrator), liquidation or dissolution (compulsorily or voluntarily) (save for a bona fide amalgamation or reconstruction with the prior written approval of the Supplier); you cease or threaten to cease to carry on all or a material part of your business (except in a bona fide amalgamation or reconstruction with the prior written approval of the Supplier as above); you are dissolved or struck off the relevant register of companies; you have a distress or execution on your property; or if any event occurs or proceeding is taken with respect to you or you are subject to any event analogous to the foregoing in any applicable jurisdiction;

"IPR"

all intellectual and industrial property rights of whatever nature including patents, trademarks (whether or not registered), business and trade names, product and brand names, domain names, rights to or in computer software, know-how and show how, inventions, copyright and rights in the nature of copyright, design rights (whether or not registered), rights in goodwill or to sue for passing off, unfair competition rights, rights in confidential information and trade secrets, database rights and including all applications (and rights to apply for), and renewals, extensions and revivals of, all intellectual and industrial property rights of whatever nature and all similar or equivalent rights or registration or other forms of protection (whether or not registered or registrable) and which subsist or will subsist anywhere in the world;

"Losses"

all costs, liabilities, damages, fines (including regulatory fines), claims, losses, costs, expenses and/or penalties (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest and legal, debt collection and other professional costs and expenses) of whatsoever nature or kind and whether or not the same arise during or after the term of the Contract;

“Order”	the Client's order or other request (including a tender) for the provision of the Services from the Supplier;
“Premises”	the premises at or from which the Services will be supplied;
“Services”	the services, including any Deliverables and provision of the Software, to be supplied by the Supplier to the Client as set out in the Specification;
“Software”	any software and/or web-based applications the Supplier agrees to supply or make available to the Client as part of the Services, including (if applicable) software accessed remotely from the Supplier’s website www.views.coop and such term shall include the source code and object code for such software and applications, interfaces, functionality, structure, databases and underlying systems;
"Special Terms"	the terms and conditions specific to the Services, a copy of which shall be provided to the Client by the Supplier (if any);
“Specification”	the detailed written specification of the Services (if any) provided by the Supplier to the Client or otherwise agreed by the parties in writing;
"Supplier"	Substance 2005 Limited, a company incorporated and registered in England and Wales with company number 9170484 and whose registered office is at Canada House, Chepstow Street, Manchester M1 5FW, also referred to as "we" or "us" ;
"Supplier Materials"	any Documents, materials, equipment and/or property used and/or created by the Supplier in connection with the provision of the Services and/or which are supplied, made available and/or provided to the Client and/or its personnel by or on behalf of the Supplier in connection with the Contract from time to time (including any Deliverables and the Software);
“VAT”	value added tax and any similar turnover, sales or purchase tax or duty; and
"Virus"	any thing or device (including any software, code, file or programme) which may prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or in part or otherwise); and/or adversely affect the user experience, including worms, Trojan horses, time-bombs, keystroke

loggers, spyware, adware, viruses and other similar things or devices.

- 1.2 Headings are for convenience and do not affect interpretation of the Contract.
- 1.3 Any words or phrases following the terms “**including**”, “**includes**” and “**in particular**” shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.4 Reference to a clause or sub-clause is to a clause or sub-clause in these General Terms unless stated otherwise or confirmed in writing by us.
- 1.5 A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
- 1.6 Reference to a **person** includes a natural person, any body corporate, unincorporated association, firm, body (statutory or otherwise) or authority (supreme, municipal, local or otherwise) whether or not having separate legal personality.
- 1.7 Reference to a **party** means the Supplier or the Client and (unless the context otherwise admits) their respective successors in title and permitted assignees and in the case of individuals includes their personal representatives and estates.
- 1.8 A requirement that a matter be **agreed or confirmed in writing** requires the express written agreement or confirmation of the Supplier on or after the Contract Date acting by an authorised person referred to in clause 14.1.
- 1.9 Reference to “**personnel**” of a party includes that party's officers, employees, freelancers, contractors, sub-contractors, sub-licensees, agents and/or any other personnel engaged by or on behalf of that party from time to time to provide or receive the benefit of any Services but excluding the other party's personnel.
- 1.10 Any reference to any fault (including a Client Default) includes acts or omissions in breach of the Contract by that party and/or their personnel. Without prejudice to our rights and remedies against such persons and your responsibility in law for such persons, you agree to be responsible for acts or omissions of your personnel whether such persons are at fault or otherwise.

2. CONTRACT TERMS

- 2.1 Any price lists, brochures, leaflets, catalogues, advertisements, case studies, websites and other promotional materials are produced for the sole purpose of giving an approximate idea of the types of Services the Supplier is applying to provide. They shall not form part of the Contract or have any contractual force.
- 2.2 Any quotation given by the Supplier shall not constitute an offer and is only valid for the period specified in such offer (or, if no period is specified, [one calendar month] from the date of issue).
- 2.3 If we issue or prepare a tender document or other proposal in connection with a proposed supply of services to you (a **Proposal**), such Proposal shall not be binding upon us and it shall not form part of the Contract, save to the extent expressly set out in the Specification.
- 2.4 In the event of a conflict between any parts of the Contract, save as expressly stated otherwise, the Specification shall take precedence to the extent of such conflict followed by any Special Terms, and then these General Terms.
- 2.5 We shall be entitled to correct any error or omission in the Contract, our supply

literature, any Deliverable and/or any other Document or other information supplied or made available by us or on our behalf at any time to the fullest extent permitted by law and without liability for the error or omission. Unless otherwise confirmed in writing, any reference to our supply literature is to that current on the Contract Date in respect of the Services and our supply.

- 2.6 We shall be entitled to vary the Contract (and any part thereof) at any time:
- 2.6.1 to reflect changes to methods of supply to our clients generally;
 - 2.6.2 to comply with Applicable Laws;
 - 2.6.3 if, in our reasonable opinion, changes are required to avoid, mitigate or settle any third-party claim or to comply with our insurers' requirements;
 - 2.6.4 if the changes are, in our reasonable opinion, not material and/or will not materially affect the nature or quality of the Services;
 - 2.6.5 pursuant to clauses 4.3 and/or 6.2; and/or
 - 2.6.6 in circumstances mentioned at clause 9.1 or any suspension of performance, and which may include variation of any performance times, dates or milestones as we may think fit,

and we shall confirm in writing such changes to you. Save as stated above, any variation of the Contract must be agreed in writing and signed by the parties' authorised representatives.

3. ORDER AND ACCEPTANCE

- 3.1 You may place your Order with us orally or in writing or via our website located at www.substance.net or such other applicable website(s) designated by us. You shall ensure your Order is complete and accurate in all respects and provide all information we reasonably request including written confirmation of an oral Order.
- 3.2 An Order constitutes an offer by you to purchase Services from us in accordance with these General Terms and any Special Terms.
- 3.3 An Order shall only be deemed accepted by us once we have issued and signed the Specification. A mere acknowledgement of receipt of your Order shall not be binding upon us.
- 3.4 The Services to be supplied are as set out in the Specification and shall be supplied in accordance with the Contract. If we issue a revised Specification, such revised version shall replace the original unless otherwise expressly stated.
- 3.5 The Contract shall take effect on the date of the Specification or (if earlier) the date on which supply by us begins (the **Contract Date**). As of the Contract Date, you shall be deemed to have agreed and accepted the Contract.
- 3.6 You shall not be entitled to cancel an Order without our prior written consent. If we consent to cancellation (which will be in our absolute discretion), you shall pay us the cancellation fee stated in the Specification or otherwise agreed with us in writing and you shall indemnify and keep us indemnified in full on demand from and against all Losses suffered and/or incurred in connection with and/or arising from such

cancellation.

- 3.7 We may cancel the Contract and our offer to supply the Services, at any time prior to providing the Services to you by giving notice to you.

4. SUPPLY OF SERVICES

- 4.1 We shall supply the Services to you subject to and in accordance with the Specification in all material respects.
- 4.2 If the Specification is not in an agreed form on the Contract Date, the parties shall negotiate in good faith to agree the Specification in writing as soon as practicable thereafter. If the Services include the creation and/or supply of a Deliverable to a design (including a design plan or document) which is not in an agreed form on the Contract Date, the parties shall also negotiate in good faith to agree the design of the Deliverable in writing as soon as practicable thereafter. Any change to the Services and supply requirements (including the Specification and/or any such design) and/or requirement for additional services must be agreed in writing (subject to clause 2.6).
- 4.3 If, in our reasonable opinion, the Services or any aspect of supply is unclear, ambiguous, incorrect and/or may involve a supply of services which we have not agreed in writing to supply, we may resolve such matter as we think fit by suspending performance and/or amending the Contract, including by confirming in writing the Premises, the scope and method of supply and any other supply particulars.
- 4.4 We warrant that the Services shall be provided using reasonable skill and care.
- 4.5 We shall use all reasonable endeavours to supply the Services (including any Deliverables) at times or on dates or during periods set out or referred to in the Specification or otherwise agreed in writing, but such dates shall be estimates only. Time shall not be of the essence of the Contract for supply of the Services (including any Deliverables) or any performance by us but shall be of the essence for any performance by you.
- 4.6 Nothing in the Contract shall apply to the supply of the Services if it would oblige us to do or omit to do any matter in breach of those of our policies confirmed in writing (including our health and safety, child protection and ethical policies) and/or in breach of any Applicable Laws. Without prejudice to the generality of the foregoing we shall not be obliged to do or omit to do anything which may expose any person to risk of death or personal injury or to loss or damage to property.
- 4.7 The parties shall comply with the Data Processing Addendum set out in Section D of the Special Terms where the Supplier processes any personal data (as defined in the Data Processing Addendum) on behalf of the Client in connection with the Contract.

5 CLIENT'S OBLIGATIONS

- 5.1 You shall at your own cost:
- 5.1.1 co-operate with us in all matters relating to the Services;
 - 5.1.2 obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to commence;

- 5.1.3 promptly provide us with such documents, information and materials as we may reasonably require in order to supply the Services, and ensure that such information is complete, orderly, correct and accurate in all respects;
 - 5.1.4 provide us and our personnel with access to your premises where reasonably required by us to provide the Services;
 - 5.1.5 promptly notify us of any proposed changes to the Services and/or requirement for additional services or any circumstances you know will or may prevent or restrict us from performing the Contract in whole or in part;
 - 5.1.6 ensure your personnel are readily available as reasonably required by us in connection with the provision of the Services and that such personnel have all requisite skills, knowledge and experience required to perform this Contract and to receive the benefit of the Services;
 - 5.1.7 comply with Applicable Laws;
 - 5.1.8 comply with any additional obligations in the Specification and the Special Terms; and
 - 5.1.9 keep any Supplier Materials you are provided with or otherwise have access to in safe custody at your risk, maintain the Supplier Materials in good condition until returned to us and not dispose of or use the Supplier Materials other than in accordance with our written instructions or authorisation.
- 5.2 If our performance of any of our obligations under the Contract is prevented or delayed by any act or omission by you (and/or your personnel) and/or failure and/or delay by you (and/or your personnel) to perform any relevant obligation and/or any criminal, fraudulent, dishonest or negligent act or omission or misrepresentation (a **Client Default**):
- 5.2.1 without limiting or affecting any other right or remedy available to us, we shall have the right to suspend performance of the Services (in whole or in part) until you remedy the Client Default and we shall be entitled to rely on the Client Default to relieve us of performance of any of our obligations, in each case to the extent that the Client Default prevents or delays our performance of any of our obligations;
 - 5.2.2 we shall have no liability whatsoever for such Client Default nor for any death or personal injury and/or any other Losses arising directly or indirectly from such Client Default (including as a result of our failure or delay to perform any of our obligations in accordance with clause 5.2.1); and
 - 5.2.3 you shall reimburse us on written demand in respect of, and you hereby indemnify us and shall keep us, and our personnel indemnified on demand from and against, all Losses sustained and/or incurred by us arising directly or indirectly from the Client Default.

6 CHARGES AND PAYMENT

- 6.1 Save as set out in this clause 6, the Charges (and any other sums payable by you in addition to the Charges) are set out or referred to in the Specification. Those not set out or referred to shall be confirmed in writing on or as soon as practicable after the Contract Date, including any sums payable to any third party.

- 6.2 We may, by giving notice to you from time to time on or after the Contract Date, increase the Charges to reflect any increase in supply cost to us due to a factor beyond our reasonable control, a change to the Contract (including a change to the Services and/or any additional services to be supplied by us as agreed in writing) and/or due to any Client Default.
- 6.3 Unless otherwise stated in the Specification, you shall also be liable to pay (without prejudice to clause 6.2):
- 6.3.1 all subscription and licence fees and other sums payable to third parties and required by the Supplier for the provision of the Services (including any Deliverables) and the cost of any materials;
- 6.3.2 any expenses reasonably incurred by our personnel in connection with the Services, including travel expenses, hotel costs, subsistence and any associated expenses; and
- 6.3.3 any additional and unforeseen costs incurred specifically at your request.
- 6.4 All amounts payable by you under the Contract are exclusive of any VAT chargeable from time to time. Where any taxable supply for VAT purposes is made by us to you under the Contract, you shall, on receipt of a valid VAT invoice from us, pay to us such additional amounts in respect of VAT as are chargeable on the supply of Services in accordance with clause 6.6.
- 6.5 We shall invoice you as set out in the Order Acknowledgment or as otherwise agreed in writing, or if no agreement has been reached at such intervals as we deem appropriate in our sole discretion.
- 6.6 You shall pay each invoice submitted by us within 30 days of the invoice date in full and cleared funds by CHAPS electronic transfer to our bank account nominated in writing by us (or by such other payment method agreed in writing by us). Time for any payment by you shall be of the essence of the Contract.
- 6.7 All payments shall be made in sterling or (if different) the currency of the invoice in full without set off, deduction, withholding or counterclaim (save a deduction or withholding for tax required by law when payment shall be grossed up to the amount we would otherwise receive).
- 6.8 Without prejudice to our other rights and remedies, we may appropriate any payment made to such of the Services or any part as we think fit.
- 6.9 Without prejudice to our other rights and remedies, if you fail to make a payment due to us by the due date, you shall pay to us interest on the overdue sum from the due date until actual payment of the overdue sum, whether before or after judgment. Interest shall accrue each day at a rate of 8% a year above the Bank of England's base rate from time to time, but at 8% a year for any period when that base rate is below 0%. We reserve the right to claim interest on a statutory basis if greater than such contract rate. You shall pay us the interest together with the overdue amount.

7 SERVICE DEFECTS

- 7.1 If you consider that some or all of the Services do not comply with the terms of the Contract (an **Alleged Defect**), you shall:

- 7.1.1 as soon as reasonably practicable give notice to us in writing and in any event within 14 days of the date of the relevant supply by us;
 - 7.1.2 provide all reasonable details in writing of the subject matter of the Alleged Defect and your proposal to settle or resolve the matter;
 - 7.1.3 provide such information as we reasonably request; and
 - 7.1.4 provide us with a reasonable opportunity to investigate the Alleged Defect and, if requested, return any affected Deliverables to us.
- 7.2 If we are liable for the Alleged Defect we shall, at our sole option and at our cost, either re-perform the defective Services or remedy the same, or refund the price of the defective Services. We shall have no further liability to you in respect of an Alleged Defect whatsoever and you shall not be entitled to rescind or otherwise determine the Contract for any Alleged Defect.
- 7.3 We shall not be liable for any Alleged Defect if:
- 7.3.1 you continue to make any further use of the Services provided after becoming aware of the Alleged Defect;
 - 7.3.2 you have accepted the Deliverables. For this purpose, Deliverables will be deemed accepted by you if you have accepted the Deliverables in writing, paid the Charges for those Deliverables and/or otherwise accepted them by your conduct (including by failure to give notice under clause 7.1.1);
 - 7.3.3 the Alleged Defect arises because you failed to follow our oral or written instructions as to the use, restrictions on and/or limitations of any Deliverables;
 - 7.3.4 the Alleged Defect arises as a result of us following any directions, instructions, drawings, designs and/or specifications supplied by you or on your behalf;
 - 7.3.5 you have altered, amended, copied, adapted, edited or otherwise changed the Deliverable (to which the Alleged Defect relates) without our prior written consent;
 - 7.3.6 the Services differ from the Specification as a result of changes made to ensure they comply with Applicable Laws.
- 7.4 Save as expressly set out in the Contract, all warranties, conditions, representations and terms (whether express or implied) as to quality, condition, description, service level, compliance with sample, fitness for purpose, statutory or otherwise relating to the Contract and/or the subject matter or performance of it and/or in any other respect, including any you seek to impose at any time and in any manner, are hereby excluded to the fullest extent permitted by law.

8 WARRANTIES, INDEMNITY AND LIABILITY

- 8.1 Each Party warrants, represents and undertakes to the other party that:
- 8.1.1 it has full authority to enter into the Contract and to perform its obligations; and
 - 8.1.2 the individual executing the Contract on its behalf has all requisite corporate authority to act on its behalf and to make the Contract valid and binding upon it.

- 8.2 Nothing in this clause **Error! Reference source not found.** or any other term or provision of the Contract shall exclude or limit the liability of a party to the other party for death or personal injury caused by negligence, fraud or fraudulent misrepresentation or for any other liability which cannot otherwise be excluded or limited by law. If any term or provision conflicts with any such enforceable statutory right, then the statutory right applies to the extent of the conflict subject to modification pursuant to clause 18.5. This clause 8.1 shall take precedence over all other terms of the Contract.
- 8.3 Subject to clause 8.1, our total aggregate liability to you arising out of or in connection with the Contract, its subject matter and/or performance (including in respect of the use or resale of any Deliverable) whether in contract, tort (including negligence) or otherwise shall not exceed an amount equal to the aggregate of the Charges actually paid by you as the Client (less any refund under or in connection with the Contract (including any service credit or rebate)).
- 8.4 Notwithstanding clause 8.3, we shall not be liable in contract, tort (including negligence) or otherwise in respect of any special, indirect or consequential losses, incidental or punitive damages (whether financial or otherwise) and/or for any loss or corruption of data, information or software, interruption in service or access to the Software, loss of profits, sales, revenue, contracts, opportunity, business or goodwill or loss of anticipated savings arising out of or in connection with the Contract, howsoever caused, even if the same was foreseeable by us, or the possibility thereof is or has been brought to our attention.
- 8.5 We shall not be liable for and you hereby indemnify us in respect of and shall keep us and our personnel indemnified on demand from and against all Losses suffered and/or incurred by us and/or our personnel arising out of or in connection with (directly or indirectly):
- 8.5.1 any actual or alleged infringement of a third party's IPR or other proprietary rights to the extent that such Losses arise out of or in connection with:
 - 8.5.1.1 us supplying the Services in accordance with any specification, drawing, design or other document supplied by you or on your behalf or otherwise pursuant to your instructions or directions;
 - 8.5.1.2 the receipt, possession, processing, copying, adaptation, use and/or disclosure by us or on our behalf (including by any of our personnel), of any Client Materials, save to the extent any restrictions have been made expressly known to us in writing in advance of the provision of such Client Materials;
 - 8.5.1.3 the illegal, unauthorised or improper access and/or use by you or on your behalf (including by any of your personnel) of any Supplier Materials and/or other documents or information supplied or made available by us to you, where such access or use does not comply in full with our written instructions (including use which is in breach of any applicable protocol, policy confirmed in writing or Applicable Laws);
 - 8.5.2 any breach by you or on your behalf (including by your personnel) of any statutory, contractual or other obligation in connection with the performance of the Contract and/or supply of the Services;
 - 8.5.3 our enforcement of the Contract against you and/or the exercise of any other

rights and remedies arising as a result of your failure to pay or your late payment under the Contract and/or pursuant to the terms of a settlement agreed in writing with us or a court order.

9 SUSPENSION

9.1 We may, by notice to you and without liability to you, suspend our supply of the Services in whole or in part:

9.1.1 if you do not pay any sum due to us under the Contract or (if agreed in writing that a payment be made direct to a third party) to a third party by the due date;

9.1.2 in circumstances referred to in clauses 4.3, 5.2.1 or 10.3 or as otherwise stated in the Specification or the Special Terms or as agreed in writing; and/or

9.1.3 until any pre-requisite to our supply agreed to be met by you is satisfied or other obligation under clause 5.1 is fulfilled by you,

and if we do so we may also vary the Contract in accordance with clause 2.6.6.

10 TERM AND TERMINATION

10.1 The Contract shall take effect on the Contract Date and continue (unless terminated earlier in accordance with these General Terms):

10.1.1 for the term stated in the Specification or as otherwise agreed in writing; or

10.1.2 (if no such term is stated in the Specification or otherwise agreed by the parties in writing) shall continue for an initial term of one year ending on the first anniversary of the Contract Date and shall thereafter continue on a rolling basis unless and until either party serves not less than 1 (one) month's written notice on the other party to terminate the Contract (such notice to expire on or after the end of such period).

10.2 Either party may terminate the Contract by written notice if:

10.2.1 the Specification states (or the parties have otherwise agreed in writing) that the Contract is terminable by notice and the notice is validly served (including that it satisfies any minimum period agreed in writing for notice to be served); or

10.2.2 a Force Majeure Event subsists for more than 30 days and performance is prevented or restricted in a material respect.

10.3 Without prejudice to any other rights and remedies available to us, we may terminate the Contract (in whole or in part) without liability to you by giving you written notice (which may take effect immediately) if you:

10.3.1 commit a material breach of any term of this Contract which breach is irremediable or (if such breach is remediable) you fail to remedy that breach within a period of 14 days after being notified in writing to do so by us;

10.3.2 repeatedly breach any of the terms of this Contract in such a manner as to reasonably justify the opinion that your conduct is inconsistent with you having the intention or ability to give effect to the terms of this Contract;

10.3.3 are subject to an Insolvency Event;

10.3.4 undergo a Change of Control.

10.4 Upon cancellation, termination or expiry of the Contract for any reason whatsoever (unless agreed otherwise by the parties in writing):

10.4.1 all outstanding Charges and other sums payable by you shall become immediately due and payable (whether or not invoiced);

10.4.2 subject to clause 12.5, the Client shall immediately cease using and shall refrain from in future using or authorising the use of the Supplier's IPR and all licences granted pursuant to the Contract in respect of the same shall immediately terminate;

10.4.3 save solely to the extent required by Applicable Laws or for the purposes of bona fide archiving and business records purposes, the Supplier shall immediately cease using and shall refrain from in future using or authorising the use of the Client's IPR and all licences granted pursuant to the Contract in respect of the same shall immediately terminate;

10.4.4 save solely to the extent required by Applicable Laws, each party shall immediately cease use of and promptly return to the other all Confidential Information belonging to the other party which is in that party's power, possession or control (or at the other party's option, destroy or procure destruction of the same);

10.4.5 the Client shall immediately cease using the Supplier Materials (other than the Deliverables) and the Supplier shall immediately cease using the Client Materials and each party shall return such materials to the other party or make available for collection (or, in the case of electronic materials, shall promptly irretrievably delete such materials).

10.5 Save as provided in these General Terms, the cancellation, termination or expiry of the Contract is without prejudice to accrued rights, remedies and liabilities of the parties.

10.6 Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

11 FORCE MAJEURE

11.1 We shall not be in breach of the Contract nor liable for any delay in performing, or failure to perform, any of our obligations under the Contract if such breach, delay or failure results from a Force Majeure Event.

11.2 Upon the occurrence of a Force Majeure Event affecting our performance of the Contract, we shall inform you in writing, specifying the nature and the extent of the Force Majeure Event, and recommence performance of the Contract as soon as reasonably practicable.

12 INTELLECTUAL PROPERTY RIGHTS

12.1 All right, title and interest (including all IPR subsisting now or in the future) in and to the Supplier Materials (including all Deliverables (unless agreed otherwise in writing), Software, Documents and all other associated data, information and property supplied or made available by us to you), together with all skills, knowledge, know-how, techniques and methods employed by us and/or shared with you by us or on our

behalf in connection with the provision of the Services and all other IPR subsisting in the products of the Services (other than in any Client Materials), shall at all times (as between the parties) solely belong to and vest in the Supplier.

- 12.2 All right, title and interest in and to (including all IPR subsisting now or in the future) in and to the Client Materials shall at all times (as between the parties) solely belong to and vest in the Client.
- 12.3 The Client hereby grants the Supplier a non-exclusive, royalty-free, worldwide licence to use the Client Materials for the purpose of providing the Services for the duration of the Contract in accordance with its terms.
- 12.4 Unless the Supplier informs the Client otherwise in writing and subject to any third party rights subsisting in such Deliverables, the Supplier shall grant the Client a non-exclusive, royalty-free, revocable licence to use the Deliverables for the purpose of receiving the benefit of the Services and using the Deliverables in the Client's business, including the right to make a reasonable number of electronic and physical copies of the Deliverables for the internal purposes of the Client and to include references to the Deliverables on the Client's website and in public communications and reports (subject to appropriately crediting the Supplier (or a third party nominated by the Supplier as the author of the Deliverables). Any further uses of the Deliverables shall be subject to the Supplier's prior written consent.
- 12.5 The licence granted in clause 12.4 shall survive termination or expiry of the Contract, provided the Client has paid all sums due under the Contract in full to the Supplier (or the Supplier's nominated third party) by the due date for payment.
- 12.6 The Client shall not sub-license, assign or otherwise transfer the rights granted in clause 12.4 without the Supplier's prior written consent.
- 12.7 If requested by the Supplier as a result of an actual or threatened infringement of third party IPR (whether relating to use made by the Client, the Supplier or any third party), the Client shall immediately cease using any Deliverables as directed by the Supplier.
- 12.8 Subject to the foregoing all Deliverables shall be supplied or made available to you in the form and manner set out or referred to in the Specification or otherwise agreed in writing and (if applicable) we shall include such credits and associated information of any source in such form and manner as set out or referred to in the Specification or otherwise agreed in writing and as is customary in the research industry.

13 CONFIDENTIALITY

- 13.1 Each party undertakes to keep as confidential all Confidential Information belonging to the other party and to not, either during or after the Contract Date, use or disclose any such Confidential Information, except with the prior written consent of the other party or as permitted by this clause 13.
- 13.2 Each party may, strictly for the purposes of performing, implementing and/or exercising that party's rights and/or obligations under the Contract, use the other party's Confidential Information and/or disclose it under obligations of confidence to that party's personnel. Each party shall take all reasonable steps and precautions to ensure that the other party's Confidential Information remains confidential at all times and the persons to whom it makes such disclosures comply with the confidentiality obligations contained in this clause 13 as though they were a party to the Contract. Each party shall at all times remain primarily responsible for any unauthorised use or

disclosure of the other party's Confidential Information by it and/or any person to whom it has disclosed the same.

- 13.3 The obligations of confidentiality in this clause 13 shall not extend to any matter which a party can show: (a) is in, or has become part of, the public domain other than as a result of a breach of confidence by that party or any person to whom it has disclosed the information; (b) was in that party's written records prior to the Contract Date and not subject to confidentiality obligations; (c) was independently disclosed to it without obligations of confidence by a third party entitled to disclose the same; or (d) is required to be disclosed under any Applicable Law, or by order of a court or governmental body or 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, limits the information so disclosed, takes into account the reasonable requests of the other party in relation to the content of such disclosure and provides all reasonable assistance (at the other party's cost) in seeking a protective or similar order restricting the extent of the disclosure.

14 AUTHORITY AND WAIVERS

- 14.1 No person other than a duly authorised officer or employee of the Supplier has authority to bind it or to make, vary or determine the Contract or other commitment. We shall appoint a duly authorised officer or employee as your main point of contact in respect of the Contract and/or the supply of the Services or certain specified Services and that person and their contact details and (if applicable) any limits on their authority shall be confirmed in writing and (unless otherwise agreed in writing) we may change the person appointed at any time (whether on a temporary or permanent basis) as we think fit and any substitute person and their contact details and (if applicable) any limits on their authority shall be confirmed in writing.
- 14.2 No failure or delay by the Supplier in enforcing any right or remedy shall be deemed a waiver or abandonment of such right or remedy or of any other right or remedy available to it. A waiver must be agreed in writing and is only valid for the purposes given.

15 NOTICES

- 15.1 Any notice under or in connection with the Contract shall be in writing given to a party at its registered office or business address stated in the Contract or such other address or e-mail address as may at the time have been notified for these purposes. A Client with a service address outside England or Wales shall, if requested by the Supplier, provide a valid service address within England or Wales.
- 15.2 Any notice shall be deemed served at the time of delivery if given by hand or if sent by first class internal UK post two Business Days later or if sent by airmail four Business Days later or one Business Day after transmission in the case of email (provided that no delivery failure notification is received by the sender). In proving service, it shall be sufficient to prove that delivery was made or that the envelope containing the notice was properly addressed and posted as a prepaid first-class letter or if sent by e-mail that the sender has evidence of successful transmission.
- 15.3 This clause 15 is subject to legal requirements for valid service in the event of any dispute or claim that arises out of or in connection with the Contract.

16 ANTI-BRIBERY AND ANTI-SLAVERY

- 16.1 Each party shall:

- 16.1.1 comply with all Applicable Laws relating to anti-bribery and anti-corruption including but not limited to the UK Bribery Act 2010;
- 16.1.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the UK Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
- 16.1.3 comply with all Applicable Laws relating to anti-slavery and human trafficking, including the Modern Slavery Act 2015; and
- 16.1.4 not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the UK Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK.

17 ENTIRE AGREEMENT AND ASSIGNMENT

- 17.1 The Contract sets out the entire agreement and understanding between the parties for the supply of the Services. You confirm you have not relied on any representation, warranty, assurance or statement in entering into the Contract not set out in it.
- 17.2 Each party agrees and acknowledges that it does not enter into this Contract on the basis of, does not rely and has not relied upon and waives all rights and/or remedies that may otherwise be available to it but for this clause in respect of any statement, undertaking, representation (whether negligent or innocent) or warranty or other provision (whether oral, written, express or implied), made, given or agreed to by any person (whether a party to this Contract or not) except those expressly set out in this Contract.
- 17.3 The Client shall not at any time assign, mortgage, charge, subcontract, sub-license, delegate or deal in any other manner with any of its rights or obligations under the Contract without the prior written consent of the Supplier.
- 17.4 We may at any time assign, mortgage, charge, subcontract, delegate and/or deal in any other manner with any or all of our rights and obligations under the Contract.

18 GENERAL

- 18.1 Each party shall at its own cost (unless otherwise agreed in writing) do all such acts and things and shall execute all such other documents (including deeds) and shall use all reasonable endeavours to procure any relevant third party shall do all such acts and things and shall execute all such other documents (including deeds), as the other party may reasonably request in writing to give effect to the Contract.
- 18.2 The relationship of the Supplier (and its personnel) to the Client will be that of independent contractor and nothing in this Contract shall create or constitute a partnership or joint venture between the parties or render the Supplier (nor its personnel) as an employee, worker, agent or partner of the Client.
- 18.3 Unless otherwise agreed in writing all recommendations, notes and other information supplied or made available in supply of the Services (including in any Deliverables) is for guidance only and you should rely only on your skills, knowledge and experience and of your personnel, agents and contractors for whom we have no responsibility.
- 18.4 A person who is not a party to the Contract shall have no right under or arising out of The Contracts (Rights of Third Parties) Act 1999 to enforce any term or provision.

- 18.5 If any term or provision of the Contract is held by a court or other competent authority to be invalid, void or otherwise unenforceable in whole or in part, the validity and enforceability of the other terms and provisions and remainder of that term or provision shall not be affected. If the term or provision or part would be valid and enforceable if modified and is capable in law of being modified, the parties shall negotiate modifications in good faith to the extent necessary to reflect the commercial intent of the parties.
- 18.6 This Contract may be executed in any number of counterparts and by the parties on separate counterparts but shall not be effective until each party has executed at least one counterpart. Each counterpart shall constitute an original of this Contract, but all counterparts shall together constitute one and the same agreement.

19 LAW AND JURISDICTION

- 19.1 The Contract shall be deemed made in England.
- 19.2 The Contract and any dispute or claim (including non-contractual disputes and claims) arising out of it or in connection with it or the subject matter or performance of formation of it shall be governed by and construed in accordance with English law.
- 19.3 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) that arises out of or in connection with the Contract or its subject matter or performance of formation, PROVIDED that it is agreed that nothing in this clause 19.3 shall operate to prevent or restrict the Supplier from:
- 19.3.1 taking or issuing proceedings against the Client in any other court of competent jurisdiction, including to enforce any judgment, order or award; and/or
 - 19.3.2 seeking to resolve any dispute or claim by use of arbitration or other resolution procedures available.

SUBSTANCE 2005 LIMITED
SPECIAL TERMS

The following terms apply in respect of the provision of specific services only as detailed below.

Defined terms used in these Special Terms shall have the meaning ascribed to them in the General Terms, unless stated otherwise.

A. CONSULTANCY SERVICES

Where the Services to be provided include the provision by us of consultancy services (**Consultancy Services**), the following additional terms shall apply and be incorporated into the Contract:

1. It is agreed and acknowledged that the proper performance of the Consultancy Services are heavily reliant upon the co-operation of you and your personnel, and upon us being provided with such Client Materials and access to your systems, personnel, premises and other facilities, as may be necessary to perform the Consultancy Services or which we may reasonably request in order to perform the Consultancy Services in accordance with the Contract (the **Required Resources**).
2. You shall promptly provide us, or shall procure that we are provided, with complete, orderly, correct and accurate information, research, data and other background materials and with all such other Required Resources to enable us to provide the Consultancy Services.
3. We are under no obligation to investigate or verify the accuracy or completeness of any information, research, data or other materials provided by you or on your behalf.
4. We shall not be responsible for providing any legal, regulatory, environmental, insurance, tax, accounting or other specialist advice which may be required by you. You are strongly advised to consult with specialist professional advisors in this regard.
5. You acknowledge that any Deliverables relating to the Consultancy Services (including any reports, assessments, analysis, statistics and research) (the **Consultancy Deliverables**) shall include expressions of opinion. Any decision to rely upon the Consultancy Deliverables and expressions of opinion shall be solely your responsibility and at your risk. We shall not be liable to you (or to any third party to whom you may disclose the Consultancy Deliverables) for any Losses which may be incurred as a result of any reliance placed on the same.
6. The Consultancy Services shall be provided on the basis of your instructions alone, and in accordance with the scope of work set out in the Specification, and with only your instructions and interests in mind. The Consultancy Deliverables are not intended to address the concerns of, nor be relied upon by, any third parties.
7. The Consultancy Deliverables shall be strictly confidential, and you agree that you shall not circulate, disclose, or provide a copy of, the Consultancy Deliverables to any third party without our express prior written consent. The disclosure or provision of a copy of any Consultancy Deliverables to any third party will not create any duty of care or contractual liability between the Supplier and such third party.
8. The Client hereby indemnifies and shall keep the Supplier and the Supplier's personnel indemnified on demand from and against all Losses suffered and/or incurred by the Supplier and/or the Supplier's personnel arising out of or in connection with any disclosure of the Consultancy Deliverables to, and/or any reliance on the Consultancy Deliverables by, any third party.
9. When providing the Consultancy Services, we shall be operating as an independent contractor and nothing in the Contract shall render us an employee, worker, agent or partner of the Client and we shall not hold ourselves out as such.

10. Without prejudice to the limits on our liability set out in the General Terms, we shall have no liability whatsoever in respect of the supply of, or any recommendation based on, any Required Resources which are untrue, incomplete, defective, inaccurate or misleading.

B. TRAINING

Where the Services to be provided include the provision of training by us (**Training**), the following additional terms shall apply and be incorporated into the Contract:

1. The Training provided by us will be either bespoke to meet your specific needs (for example, training in the use of our online services or Software) or general training provided to a range of our clients (for example, training through an attendance at a conference or event arranged by us) and will be detailed in the Specification.
2. General training (where multiple clients attend) will generally require you to enter into a separate agreement on standard terms which will govern the provision of that training.
3. We shall charge you for any travel, subsistence and accommodation costs and expenses for our personnel providing bespoke Training, as detailed in the Specification.
4. The Charges for the Training shall be payable in the following instalments:
 - (a) 50% within five Business Days of the Contract Date; and
 - (b) 50% at least seven Business Days prior to the scheduled training (or first training session if there are multiple sessions).

The Charges are non-refundable, subject to paragraph 5 below.

5. We may change the details of the Training and/or cancel or reschedule the Training at any time before the date for such Training in our sole discretion. We shall inform you of any such changes to the Training as soon as reasonably practicable. No refund of the Charges will be due unless we cancel the Training and we do not offer to reschedule the Training (in which case we shall refund you the Charges for such Training which you have already paid, and this shall be our entire liability to you). For the avoidance of doubt, a refund of sums already paid shall not be due if we offer to reschedule the Training, we amend the specific content or timing of the Training (unless such changes materially affect the value of the Training) and/or if we cancel the Training due to a Client Default or pursuant to clause 10 of the General Terms.
6. If we agree in writing to provide Training which involves the use of our online services and/or Software (**Online Training**) then unless otherwise agreed in writing:
 - (a) we shall allocate or permit you to allocate, temporary user name(s) and passwords(s) or otherwise grant temporary access to personnel to access the Online Training (the **Training System**), subject to parameters determined by us. We may, in our discretion, arrange for you to access a temporary training environment or testing sandbox (including in order to avoid or minimise risk of interference with live data);
 - (b) we shall have no responsibility or liability whatsoever for any content, data, images, electronic files, messages, information, Documents and/or other materials supplied, made available, inputted, transmitted, uploaded and/or otherwise communicated by you and/or any of your personnel to the Training System (**Client Data**) nor for any alteration of any such Client Data (including in a training environment or session);
 - (c) you shall notify us, as soon as reasonably practicable, upon becoming aware of:
 - i. any unauthorised use of and/or access to the Training System and/or any other Supplier Materials supplied or made available by us to you in connection with the Online Training; and/or
 - ii. any unauthorised input, upload, transmission and/or other communication of Client Data to the Training System; and/or
 - iii. any unauthorised alteration, copying, editing, accessing and/or use of any content, data, images, electronic files, messages, information, Documents and/or other materials stored within the Training System (the **Supplier Data**), other than any Client Data.
7. The Training shall be provided on the basis of your instructions alone, and in accordance with the scope of work set out in the Specification, and with only your instructions and interests in mind. The Training is not intended to address the concerns

of, nor be relied upon by, any third parties and you should not allow anyone to access the Training, other than your personnel who we have agreed to in advance.

8. We shall provide the Training with reasonable skill and care, but any decision to rely upon the information imparted during the Training shall be solely your responsibility and at your risk. We shall not be liable to you (or to any third party to whom may access the Training) for any Losses which may be incurred as a result of any reliance placed on the same.

C. SOFTWARE LICENCE TERMS

Where the Services to be provided include access to our Software, the following additional Software licence terms shall apply and be incorporated into the Contract:

1. The Supplier hereby grants to the Client a non-exclusive, non-transferable, non-sublicensable, revocable, limited licence for the Client's authorised personnel to use the Software in the United Kingdom during the term of this Contract, in accordance with and subject to the Specification, these Special Terms and the remaining terms of this Contract. The licence in this paragraph 1 shall be referred to in these Special Terms as the "**Software Licence**".
2. Access to the Software shall be supplied (unless otherwise agreed otherwise in writing) via our website located at www.views.coop and <https://app.views.coop/> or such other applicable website(s) designated by us from time to time (the **Supplier Website**).
3. The exact nature of the Software products licensed to you pursuant to this Contract and the associated services shall be as set out in the Specification.
4. We may notify you in writing of any exclusions or limitations to your use of the Software (and/or set out the same in the Specification). For training purposes, we may, in our discretion, arrange for you to access a temporary training environment or testing sandbox (including in order to avoid or minimise risk of interference with live data).
5. Access to the Software shall only be granted following the use of allocated user name(s) and password(s) via the Supplier Website (unless otherwise agreed in writing). Additional user accounts can be created by us or you, subject to payment of applicable Charges and compliance with the terms of this Contract. The Supplier shall inform the Client of the maximum number of authorised users permitted to use the Software pursuant to these Special Terms.
6. The Software shall be made available on the Contract Date or (if later) such other date agreed in writing or as soon as practicable thereafter.
7. The Software shall be made available in the form set out in the Specification in object code form only and the Supplier shall not make the source code available (and shall have no obligation to do so at any time).
8. On the Contract Date or (if later) such other date agreed in writing or as soon as practicable thereafter, the Supplier shall also make available such Documents as are detailed in the Specification or as may otherwise be reasonably necessary to enable the Client to make permitted use of the Software.
9. The Supplier shall be entitled to suspend the Software Licence at any time pursuant to clause 9 of the General Terms or in the circumstances that are set out in the Specification (if any).
10. Save to the extent set out in the Specification or otherwise agreed in writing, the Supplier is under no obligation to carry out any development, maintenance or technical support of the Software and/or any Documents or other materials relating to the Software Licence (including any design and development work, bespoke modifications, enhanced functionality, system configuration and general improvements and/or any supply of a new release and/or update to the same) (**Bespoke Developments**). If such Bespoke Developments are agreed in writing, such Services shall be subject to the payment of additional Charges. Any Bespoke Developments arising from such

additional Services shall (if applicable) be licensed to the Client in accordance with the Software Licence.

11. The Supplier shall host the Software and any data inputted into the Software by the Client and/or the Client's authorised users in a secure environment and (unless otherwise agreed in writing) in an encrypted form. Further information about the Supplier's hosting, back-up and data security processes shall be provided to the Client upon request.
12. The Supplier reserves the right to suspend (or restrict) access to the Software and/or the provision of other Services in accordance with clause 9 of the General Terms (without prejudice to the Client's other rights and remedies) and/or to require the Client to provide such information and assistance as the Supplier reasonably requests if the Supplier considers (in its sole, but reasonable discretion) that the use of the Software and/or any Deliverables:
 - (a) has resulted in or is reasonably likely to result in a third-party claim; and/or
 - (b) is in breach of any term of this Contract, including any term of this Section C of the Special Terms.
13. The Client shall:
 - (a) promptly notify the Supplier of any unauthorised use of or access to the Software or other Deliverables;
 - (b) promptly notify the Supplier if the Client becomes aware of any unauthorised input, upload, transmission, download, communication, copying and/or alteration of the Software and/or any content, data and/or materials stored on or via the Software;
 - (c) have regard at all times to all protocols, user manuals, licence terms, acceptable use terms and policies issued to the Client by the Supplier from time to time;
 - (d) be solely responsible for obtaining, maintaining and paying for all necessary internet and network communications, computer equipment, a suitable web browser, third party licenses and such other devices and services required to access and use the Software and otherwise receive the Services. The Client shall ensure such equipment complies with all technical requirements notified to the Client by the Supplier from time to time and shall be responsible for the cost of such equipment and services;
 - (e) keep the Client's login details for the Software secure and confidential and procure that its personnel shall do the same;
 - (f) maintain a written, up to date list of its current personnel who are authorised to use the Software and shall provide such list to the Supplier within five Business Days of the Supplier's written request at any time;
 - (g) ensure that the Client's personnel use the Software and other Deliverables in accordance with this Contract and shall be responsible for any breach of the Contract by such personnel.
14. The Supplier has no obligation to monitor any use or access to the Software and/or any other Deliverables by the Client and/or its personnel. In order to maintain the security of the Software, you are required to ensure the confidentiality and security of user login details. We cannot guarantee that we will identify any unauthorised or suspicious activity on your account and require your co-operation in this regard.
15. The Client shall not:

- (a) not decompile, disassemble, reverse engineer, translate or otherwise attempt to learn the configuration, source code or other technical features of the Software, or adapt, vary, copy, modify, create derivative works from the Software in any form or media, except as expressly permitted by the Contract and/or as may be allowed by Applicable Laws which cannot lawfully be restricted;
 - (b) not store, distribute or transmit any Viruses (or attempt to do the same) during the course of its access to the Software and/or use of the Services and/or attack the Software and/or the Supplier Website via a denial-of-service attack or a distributed denial-of-service attack or similar;
 - (c) not use or procure the use of the Software and/or the Supplier Website to transmit, upload, disseminate or otherwise distribute any material that:
 - i. is unlawful, harmful, threatening, defamatory, obscene, indecent, infringing, harassing, racially, religiously or ethnically offensive or discriminatory or otherwise objectionable or which infringes any IPR, rights of privacy, personality or publicity or other third-party rights;
 - ii. contains unsolicited or unauthorised advertising or promotional content (spam);
 - iii. facilitates or promotes illegal activity;
 - iv. threatens the security and/or confidentiality of the Web Portal; and/or
 - v. causes damage or injury to any person or property;
 - (d) not access all or any part of the Software, the Supplier Website and/or the other Deliverables in order to build a product or service which competes with the Software or the Services;
 - (e) not attempt to gain unauthorised access to the Software, the servers on which the Software is stored, the Supplier Website and/or any server, computer or database connected to the Software; and
 - (f) not license, sell, rent, lease, transfer, assign, distribute, disclose, commercially exploit or otherwise make the Software and/or any other Deliverables available to any third party.
16. The Software is provided on an “as is” basis and the Supplier does not guarantee or make any representation that the Software will be available, uninterrupted or error free, nor that the Services will meet the Client's requirements.
17. The Client assumes sole responsibility for the use of the Software and the Deliverables, and any conclusions drawn from use of the same.
18. The Client hereby acknowledges that the use and functionality of the Software and the Services provided by the Supplier may be dependent on third party equipment, software and web services. The Client acknowledges and agrees that the Supplier is not responsible for any such third-party equipment, software and other infrastructure, networks and services (including the internet) operated by third parties and which are outside of its control (including any technical failure of any of the foregoing which impacts upon the performance of the Software and/or other provision of the Services) and the Supplier shall not be liable in respect of the same. Accordingly, if there is a technical defect, outage or other problem with such third-party equipment, software, or infrastructure, networks and/or services which impact on the provision of the Services and/or availability of the Software such event shall be deemed a Force Majeure Event for the purposes of clause 11 of the General Terms.
19. Without prejudice to clause 2.6 of the General Terms. we may make changes to the Supplier Website and/or the Software and/or to any configuration, functionality, access and/or use of any of the foregoing as we think fit (including changes from development,

maintenance or technical support), provided such changes do not materially adversely affect the Client's use of the Services and/or the Software.

20. Use of the Software may be subject to periods of downtime as a result of:
- (a) any planned maintenance which the Supplier has provided the Client with at least 24 hours prior notice of and which is carried out outside of normal business hours (business hours being 9am to 5pm on a Business Day);
 - (b) any outages or disruptions caused in whole or part by any act, omission or default by Client and/or its personnel or by any third party;
 - (c) any outages or disruptions caused in whole or part by any fault with or unavailability of any third-party software which is integrated with or which interfaces with the Software;
 - (d) any outages or disruptions attributable in whole or in part to a Force Majeure Event, or any problems with the network or internet connection, hardware or other devices used by the Client to gain access to the Site;
 - (e) any outages or disruptions attributable in whole or part to any development work requested by the Client which are agreed by the parties; and/or
 - (f) any distributed denial-of-service attacks or any other malicious attacks or any preventative measures taken to counter any such attack which causes an interruption to the Software.

D. DATA PROTECTION ADDENDUM

This Data Protection Addendum ("**this Addendum**") shall apply where and to the extent that the Supplier is required to process personal data as a data processor on behalf of the Client:

1. DEFINITIONS

1.1. Capitalised terms used in this Addendum shall have the meanings given below or (where no definition is given) the meanings ascribed to them in the General Terms:

"Client Personal Data" any personal data uploaded, inputted, stored, transmitted and/or otherwise communicated to or via the Software by or on behalf of the Client and/or any other personal data which the Supplier is required to process on behalf of the Client (as a data processor) in order to provide the Services pursuant to the Contract;

"Data Protection Legislation" the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (the "**GDPR**"), the Data Protection Act 2018 and any other national law which implements the GDPR in the United Kingdom; the Privacy and Electronic Communications (EC Directive) Regulations 2003, and all other Applicable Laws relating to the processing of personal data, privacy and the protection of personal data in electronic communications and direct marketing, including any applicable law or regulation which supersedes, replaces or implements any of the foregoing in the United Kingdom; and

"Data Protocol" a protocol setting out the types of personal data which will be processed by the Supplier in connection with hosting the Software and providing the Services, the subject matter and purposes of the processing and the duration of the processing, as set out in the Schedule to this Addendum and any further data protocol which is agreed by the parties from time to time (and which shall form part of and be incorporated into this Addendum and the Contract).

1.2. The terms "**personal data**", "**data controller**", "**controller**", "**data processor**", "**processor**", "**process**", "**data subject**", "**data protection impact assessment**", "**third country**", "**international organisation**" and "**personal data breach**" shall each have the applicable meaning set out in the Data Protection Legislation.

1.3. References to paragraphs are to the paragraphs of this Addendum, unless stated otherwise.

1.4. The rules of interpretation set out in the General Terms shall apply to this Addendum.

2. GENERAL

2.1 The parties acknowledge and agree that this Addendum:

(a) forms part of the Contract; and

- (b) sets out the parties' respective obligations in respect of the processing of personal data in connection with the provision and receipt of the Services.
- 2.2 In addition to the Client Personal Data which the Supplier processes on behalf of the Client, the Supplier may also process personal data in connection with the Contract in the Supplier's own capacity as a data controller (where the Supplier will determine the purposes and means of the processing). The provisions of this Addendum shall not apply to such processing where the Supplier is the data controller, but the Supplier shall undertake such processing in accordance with the Supplier's legal obligations to data subjects under the Data Protection Legislation.
- 2.3 Each party agrees that in respect of its processing of Client Personal Data in connection with the provision of Services and the licensing of the Software under the Contract and this Addendum, it shall comply with its obligations under the Data Protection Legislation, together with the provisions of this Addendum and any applicable Data Protocol.
- 2.4 Notwithstanding anything to the contrary in this Addendum, in the event of any conflict between the provisions of this Addendum and the provisions of the remainder of the Contract, the provisions of this Addendum shall take precedence.

3. CLIENT'S OBLIGATIONS

- 3.1 As a data controller, it is the Client's responsibility to ensure that the Client is entitled to process and to authorise the Supplier to process the Client Personal Data in the manner and for the duration envisaged by the Contract. If at any time the Client has reason to believe that the processing of any Client Personal Data under the Contract is in breach of the Data Protection Legislation, the Client shall immediately notify the Supplier, together with an explanation of the concern.
- 3.2 Prior to sharing any Client Personal Data with the Supplier, the Client must identify the lawful basis on which the parties can rely under the Data Protection Legislation to process such Client Personal Data. Unless the lawful basis the Client wishes to rely on is performance of a contract or the data subject's consent, the Client shall inform the Supplier of the lawful basis for processing such Client Personal Data (prior to sharing such personal data with the Supplier) and if the lawful basis for processing changes, the Client shall notify the Supplier as soon as practicable, but in any event no later than 14 days after such change occurs.
- 3.3 The Client shall ensure at all times that the Client's instructions to the Supplier for the processing of Client Personal Data under the Contract comply with Data Protection Legislation and that compliance with such instructions would not cause the Supplier to breach the Data Protection Legislation.
- 3.4 The Client shall be responsible for the provision of the corresponding fair processing information to relevant data subjects and for obtaining any consents that may be required (in each case to the extent necessary in order to comply with Data Protection Legislation) from that data subject. The Client shall ensure that such fair processing notices are accurate and complete, and that any consents are sufficient in order for the Supplier to lawfully process the Client Personal Data in the manner set out in the Contract.
- 3.5 If the Client requires the Supplier to transfer any Client Personal Data to a third-party provider engaged by the Client, the Client shall be solely responsible for identifying the lawful basis under the Data Protection Legislation on which the parties can rely under the Data Protection Legislation to transfer such Client Personal Data to the relevant third-party provider (and the Client shall notify the Supplier of the same). A written data processing agreement must be in place between the Client and such provider. The Client acknowledges and agrees that the Supplier has no control over and shall have

no liability in respect of how any personal data is processed by such third-party provider engaged by the Client.

4. SUPPLIER'S RESPONSIBILITIES

4.1 In respect of the Client Personal Data processed by the Supplier as a data processor on the Client's behalf, the Supplier shall:

- (a) only process Client Personal Data on behalf of the Client where and to the extent necessary to host the Software and otherwise to perform the Supplier's obligations under the Contract and Applicable Law, and only in accordance with the terms of the Contract, any additional applicable Data Protocol, and any additional reasonable instructions the Client may issue from time to time (provided that such instructions are within the scope of the Supplier's obligations under the Contract), unless otherwise required by law, regulation, court of competent jurisdiction or any other governmental or regulatory body;
- (b) implement appropriate technical and organisational measures, taking into account the nature and purposes of the processing, for the protection of the security of the Client Personal Data to protect against unauthorised or unlawful processing of the Client Personal Data and against accidental loss or destruction of, or damage to, the Client Personal Data, appropriate to the nature of the personal data to be protected, details of which are available from the Supplier upon request and which measures the Client shall have the opportunity to review and assess in accordance with the Client's own obligations under the Data Protection Legislation. The Supplier reserves the right to revise the technical and organisational measures at any time, without notice, provided that such revisions will not materially reduce the overall security provided for the Client Personal Data that the Supplier processes in the course of hosting the Software and otherwise providing the Services;
- (c) ensure that personnel who have access to and/or process the Client Personal Data are obliged to keep the Client Personal Data confidential;
- (d) not transfer the Client Personal Data outside of the European Economic Area (**EEA**) without complying with the provisions of the Data Protection Legislation in respect of such transfer, save that if the Client requires the Supplier to transfer any Client Personal Data outside the EEA pursuant to the Client's instructions, it shall be the Client's responsibility to ensure that any such transfer complies with the provisions of the Data Protection Legislation and to notify the Supplier of any specific instructions or restrictions in respect of the same;
- (e) notify the Client without undue delay if the Supplier becomes aware of any personal data breach or of any request or objection from a data subject pursuant to the Data Protection Legislation, in each case relating to the Client Personal Data;
- (f) to the extent that the Client does not have the ability to address a request from a data subject to exercise the data subject's rights under the Data Protection Legislation (including requests for access to personal data; rectification or erasure of personal data; restrictions of processing personal data; and portability of personal data) (a "**Data Subject Request**") in respect of the Supplier's processing of Client Personal Data, the Supplier shall, upon the Client's request and insofar as is reasonably possible, provide commercially reasonable assistance, at the Client's cost, to facilitate such Data Subject Request;

- (g) reasonably assist the Client, at the Client's cost, in ensuring compliance with the Client's obligations under the Data Protection Legislation with respect to consultations with supervisory authorities or regulators;
- (h) provide the Client with reasonable cooperation and assistance, at the Client's cost, as may be required to fulfil the Client's obligation under the GDPR to carry out a data protection impact assessment related to the Client's use of the Software and receipt of the Services, to the extent that the Client does not otherwise have access to the relevant information and to the extent that such information is available to the Supplier;
- (i) inform the Client without undue delay after becoming aware of the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Client Personal Data transmitted, stored or otherwise processed by the Supplier in connection with the Contract;
- (j) maintain records and information regarding the Supplier's processing activities in respect of the Client Personal Data to demonstrate the Supplier's compliance with this Addendum;
- (k) allow for audits by the Client or the Client's designated auditor of the Supplier's systems and procedures relevant to the processing of Client Personal Data, provided that in the case of any audit, the Supplier shall:
 - (i) comply with any reasonable requirements or security restrictions that the Supplier may impose to safeguard the Supplier's systems, personal data the Supplier holds on behalf of other clients and the Supplier's own confidential or commercially sensitive information and to avoid unreasonable disruption to the Supplier's business and operations;
 - (ii) reimburse the Supplier for any time expended by the Supplier for any such audit, at the Supplier's then current professional services rates, which shall be made available to the Client upon request, which costs shall be reasonable, taking into account the resources expended by the Supplier; and
 - (iii) before the commencement of any audit, the parties shall mutually agree on the scope, timing, and duration of the audit.

5. SUB-PROCESSORS

5.1 The Supplier may use the following types of processors who may process Client Personal Data in connection with hosting the Software:

- third-party hosting service providers (currently Rackspace and such replacement and/or additional providers as the Supplier may appoint from time to time);
- providers of penetration testing services;
- providers of cloud storage;
- providers of hosted software;
- third party APIs;
- data centres; and
- telecommunication providers,

details of which are available to the Client upon request. The Supplier may update the list of its processors from time to time. The Client acknowledges that such information is confidential.

5.2 The Client hereby consents to the Supplier appointing the processors set out in paragraph 5.1 above as processors of the Client Personal Data under this Addendum.

The Supplier shall have in place a written contract with such processors in respect of such processing of the Client Personal Data.

- 5.3 The Supplier shall inform the Client of any intended changes or replacements to any such processors or any additional processors. Within a period of 30 days of the date of notification of such changes, the Client may object to any such changes on reasonable grounds, in which event either party shall have the right to terminate the Contract on giving the other party 30 days' written notice, without liability to the other party. If the Client has not objected to any such changes within a period of 30 days of the date of the notification of the changes, the Client shall be deemed to have accepted such changes.

6. CHANGE OF LAW

If there are any changes and/or updates to any Applicable Law (including Data Protection Legislation) or codes of practice issued by the Information Commissioner's Office after the Effective Date which require or make it desirable (as determined by the Supplier) for any amendments to be made to this Addendum, the Supplier shall be entitled to vary this Addendum and shall confirm any changes in writing to the Client.

Schedule Data Protocol

Subject matter and purpose of processing

The Supplier shall process the Client Personal Data for the purpose of hosting the Software licensed to the Client and providing the Services as outlined in this Addendum and the Contract.

Types of personal data to be processed and categories of data subject

The type and categories of personal data comprising the Client Personal Data are solely controlled and dictated by the Client. It is agreed and acknowledged that the Supplier has no control or oversight over the Client Personal Data.

The data subjects to whom the Client Personal Data relates, will be primarily individuals who attend the Client's sessions, events, classes, workshops or courses or other users of the Client's services from time to time.

The types of Client Personal Data which the Supplier may process when hosting the Software will include any personal data the Client chooses to store on the Software, which may include:

- Names, addresses and dates of birth of the Client's service users;
- Demographic information including ethnicity, religion and disability;
- Passport numbers;
- Attendance records;
- Medical records;
- Photographs and another media content;
- Such other personal data as the Client may decide to upload, input, store, transmit and/or otherwise communicate to or via the Software from time to time.

Additional measures

The Supplier shall make secure back-up copies of the Client Personal Data in line with the Supplier's Data Processing Statement (a copy of which shall be made available to the Client upon request). Such Data Processing Statement may be amended by the Supplier at any time, without notice, provided that such revisions will not materially reduce the overall security provided for the Client Personal Data that the Supplier processes in the course of hosting the Software.

The Client is required to undertake its own assessment to ensure that the technical and organisational measures implemented by the Client are appropriate, taking into account the nature and purposes of the processing, for the protection of the security of the Client Personal Data in accordance with Data Protection Legislation. If the Client has any concerns in this regard, it must raise them immediately with the Supplier.

In the event of any corruption or loss of any Client Personal Data, the Supplier shall, at the Client's request, restore or procure the restoration of the Client Personal Data to its state immediately prior to the said corruption or loss.

Third party APIs

Where directed by the Client, the Supplier may allow third party application programming interfaces (APIs) to integrate with the Software and access the Client Personal Data for the purpose of providing additional services and/or functionality to the Client. This shall be undertaken solely at the Client's risk and expense.

The Client shall be solely responsible for identifying the lawful basis under the Data Protection Legislation on which the parties can rely under the Data Protection Legislation to share such Client Personal Data with the relevant third-party API provider (and the Client shall notify the Supplier of the same). A written data processing agreement must be in place between the Client and such provider. The Client acknowledges and agrees that the Supplier has no control over and shall have no liability in respect of how any personal data is processed by such third-party provider engaged by the Client.

Duration of the processing

The Supplier shall not process the Client Personal Data on behalf of the Client for any longer than is required for the purposes of hosting the Software. Following termination of the Software licence, the Supplier shall cease processing and delete all Client Personal Data in accordance with the Contract, save to the extent: (a) required by Applicable Law; (b) as a result of the Supplier's automatic archiving and backup procedures; and/or (c) to comply with bona fide internal compliance and audit policies and procedures. The Supplier shall not be liable to the Client for any such deletion of the Client Personal Data.