

Customer Agreement

Meet &
Engage

Agreement for the Provision of Services

Contract Details: -

Contract Date	29.10.2024
Client	Name: Crown Prosecution Service Company Registration Number: Address: Crown Prosecution Service 102 Petty France London SW1H 9EA Email address for notices/communications: Redacted under FOIA Section 40, Personal Information
Services Start Date	29 October 2024
Minimum Term Expiry Date	The two year anniversary of the Contract Date
Term	Notwithstanding clause 2 of the Contract Conditions, this agreement shall not automatically extend at the end of each period of 24 months, and instead shall expire on 28.10.2026
Description of Services to be provided	Branded landing page licensed for unlimited group and 1-2-1 live chat events. Includes 5 full access moderator licenses and up to 100 guest moderators.
Business Use	Talent Acquisition team for attraction and in-process engagement across Early Careers and Experienced Hires
Usage Location	UK
Fee(s) Payable	Payable annually: Redacted under FOIA Section 43, Commercial Interests Total payable = £24,858 + VAT

Redacted under FOIA Section 40, Personal Information

1. This is an agreement between the following parties:
 - a. The client whose details are set out above (**Client**); and
 - b. **MEET AND ENGAGE LTD** incorporated in England and Wales with company number 09592919 whose registered office is at Unit 2, Charnwood Edge Business Park, Syston Road, Cossington, Leicester, United Kingdom LE7 4UZ (**Meet & Engage**).
2. This agreement is made up of the following: -
 - a. these Contract Details; and
 - b. the Contract Conditions at Appendix 1.
3. If there is any conflict or ambiguity between the terms of the documents listed in paragraph 2 above, a term contained in a document higher in the list shall have priority over one contained in a document lower in the list.
4. This agreement has been entered into on the Contract Date stated above in the Contract Details.

Redacted under FOIA Section 40, Personal Information



Appendix 1 – Contract Conditions

1. Definitions and Interpretation

1.1 Definitions

Authorised Client Users: those employees, agents and independent contractors of the Client and any Authorised Group Member who are authorised by the Client to use the Services (excluding for the avoidance of doubt Participant Users).

Authorised Group Member: any member of the Client's Group who Meet & Engage agree in writing may use the Services and Software.

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Data: all communication and user data (including documents, text, video and audio) inputted by Participant Users and Authorised Client Users into the Software as part of a Live-chat, Chatbot or Timeline automated event, operated/hosted by the Client in its use of the Services together with all data inputted into the Software by Participant Users required in order to register for, access and take part in any such live-chat session.

Client Data: all data (including documents, text, video and audio) inputted into the Software by the Client, Authorised Client Users, Participant Users or Meet & Engage or otherwise inputted for the purpose of using the Services or facilitating the use of the Services by the Client other than Chat Data.

Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical and organisational measures: as defined in the Data Protection Legislation.

Data Protection Legislation: the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications).

Documentation: the document(s) made available to the Client by Meet & Engage online via <https://meetandengage.com/> or such other web address notified by Meet & Engage to the Client from time to time which sets out the user instructions for the Services and Software.

Fees: the fees payable by the Client to Meet & Engage for the Services, as set out in the Contract Details.

Group: means in relation to a party, that party, any subsidiary or holding company from time to time of that party, and any subsidiary from time to time of a holding company of that party.

Heightened Cybersecurity Requirements: any laws, regulations, codes, guidance (from regulatory and advisory bodies whether mandatory or not), international and national standards, and sanctions, which are applicable to either the Client or an Authorised Client User relating to security of network and information systems and security breach and incident reporting requirements, which may include the

cybersecurity Directive ((EU) 2016/1148), Commission Implementing Regulation ((EU) 2018/151), the Network and Information systems Regulations 2018 (SI 506/2018), all as amended or updated from time to time.

Moderator User Licences: the moderator user licences purchased by the Client pursuant to this agreement which entitle each Moderator User to access and use the Services and Software in accordance with this agreement.

Moderator Users: an Authorised Client User account with full access moderator and administrative privileges designated as a “full access moderator user” account.

Normal Business Hours: 8.30 am to 5.30 pm local UK time, each Business Day.

Participant Users: the individuals who access and use the Software to engage with the Client pursuant to the Client’s use of the Services (excluding for the avoidance of doubt Authorised Client Users).

Services: the subscription services provided by Meet & Engage to the Client under this agreement via <https://meetandengage.com/controlpanel> or the web address of the Client’s dedicated landing page(s) for the Software (or any such other web address notified to the Client by Meet & Engage from time to time) as described in the Contract details under the “Description of Services to be provided”.

Software: the online software application(s) provided by Meet & Engage as part of the Services (including all updates and upgrades thereof).

Service Level and Support Policy: Meet & Engage’s policy for service levels (including availability of the Services), the provision of training and the provision of support in relation to the Services as is in place from time to time and which is available from Meet & Engage on request.

Terms of Service: Meet & Engage’s terms of service in force from time to time which apply to the use of the Services as made available at <https://meetandengage.com/terms-conditions>.

UK Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

UK GDPR: has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

Virus: any thing or device (including any software, code, file or program) 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 program or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the program or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

Vulnerability: a weakness in the computational logic (for example, code) found in software and hardware components that when exploited, results in a negative

impact to the confidentiality, integrity, or availability, and the term Vulnerabilities shall be construed accordingly.

1.2 Interpretation:

- (a) A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time. A reference to a statute or statutory provision includes any subordinate legislation made from time to time under that statute or statutory provision.
- (b) A reference to a holding company or a subsidiary means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006
- (c) Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- (d) References to clauses are to clauses of this agreement.
- (e) A reference to **writing** or **written** includes email.
- (f) For the avoidance of doubt, both the Client and Meet & Engage are a **party** to this agreement and **parties** shall be construed accordingly.
- (g) References to “expunge” and “expunging” in relation to data and personal data shall mean to put such data beyond use or anonymising it so that no data remains which would be “personal data” under the terms of the Data Protection Legislation.
- (h) Terms defined in the Contract Details shall apply as if defined in this clause 1.

2. Commencement and term

This agreement shall commence on the Contract Date. Unless terminated earlier in accordance with clause 12 or this clause, this agreement shall continue until the Minimum Term Expiry Date (or if no such date is specified in the Contract Details, the first anniversary of the Contract Date) (**Initial Term**) and shall automatically extend for 12 months (**Extended Term**) at the end of the Initial Term and at the end of each Extended Term. Either party may give written notice to the other party, not later than 60 days before the end of the Initial Term or the relevant Extended Term, to terminate this agreement at the end of the Initial Term or the relevant Extended Term, as the case may be.

3. Supply of Services

- 3.1 Subject to clause 3.2, Meet & Engage shall from the Contract Date (for consulting and implementation services) and from the Services Start Date until the expiry or termination of the Term (for use of the Meet & Engage platform) provide the Services and make available the Software to the Client on and subject to the terms of this agreement.

- 3.2 Meet & Engage may provide elements of the Services and provide limited access to the Software prior to the Services Start Date but it shall not be obliged to do so.
- 3.3 As soon as reasonably practicable after the Contract Date, Meet & Engage shall configure the appearance of the Software for the Client in accordance with the Client's reasonable instructions and the requirements of the Meet & Engage platform.
- 3.4 Meet & Engage shall supply and perform the Services in accordance with the Service Level and Support Policy.
- 3.5 Meet & Engage shall, as part of the Services and at no additional cost to the Client, provide the Client with Meet & Engage's standard customer support services during Normal Business Hours in accordance with the Service Level and Support Policy in effect at the time that the Services are provided.
- 3.6 Meet & Engage may amend the Service Level and Support Policy at its sole and absolute discretion from time to time.
- 3.7 Meet & Engage shall appoint a dedicated contact for the Client in relation to the Services, such person as identified in the Contract Details as the "Meet & Engage Contact". That person shall have authority to contractually bind Meet & Engage on all matters relating to the Services (including by agreeing variations in accordance with clause 16.4) and shall be the Client's primary point of contact in relation to the Services. Meet & Engage shall use its reasonable efforts to ensure that the same person acts as its dedicated contact for the Services throughout their provision but Meet & Engage may replace that person from time to time where reasonably necessary.

4. Use of the Services

- 4.1 Subject to the terms and conditions of this agreement and payment of the Fees by the Client, Meet & Engage hereby grants to the Client a non-exclusive, non-transferable right, without the right to grant sublicences, to permit the Authorised Client Users based in the Location to use the Software and associated Services from the Services Start Date until the expiry or termination of the Term solely for the Client's own Business Use.
- 4.2 In relation to the Authorised Client Users and Participant Users, the Client undertakes that:
- (a) the maximum number of Moderator Users that it authorises to access and use the Services shall not exceed the number of Moderator User Licences it has purchased from time to time;
 - (b) it will not allow or suffer any Moderator User account to be used by more than one individual Authorised Client User unless it has been reassigned in its entirety to another individual Authorised Client User, in which case the prior Authorised Client User shall no longer have the rights, access and privileges of a Moderator User;

- (c) each Authorised Client User shall keep a secure password for his use of the Services, that such password shall be changed in line with the Client's password and associated policies and each Authorised Client User shall keep his password confidential;
 - (d) in relation to Timeline Services only, it shall not allow the number of Participant Users and the duration of their access and use of the relevant Software to exceed the agreed amounts as set out in the Contract Details;
 - (e) it shall permit Meet & Engage or its designated auditor to audit the Services in order to establish the name and password of each Authorised Client User and to audit compliance with this agreement;
 - (f) if any of the audits referred to in clause 4.2(e) reveal that the Client has underpaid Fees to Meet & Engage, then without prejudice to Meet & Engage's other rights, Meet & Engage shall be entitled to charge the Client additional fees based on Meet & Engage's standard price list in force at that time.
- 4.3 If the Services are used by the Client for any use other than the Business Use and/or by any Authorised Client Users who are primarily based outside the Location without Meet & Engage's prior written consent, then Meet & Engage shall be entitled to charge the Client additional fees based on Meet & Engage's standard price list in force at that time.
- 4.4 The Client shall, and shall procure that all Authorised Client Users shall, at all times comply with the Terms of Service in connection with the use of the Services. For the avoidance of doubt the Client shall be responsible for any breach of the Terms of Service by any of its Authorised Client Users.
- 4.5 The rights provided under this clause 4 are granted to the Client and any Authorised Group Member only, and shall not be considered granted to any other member of the Client's Group.
- 5. Client data**
- 5.1 Both Meet & Engage and the Client shall comply with all applicable requirements of the Data Protection Legislation. This clause 5 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
- 5.2 Both Meet & Engage and the Client acknowledge that:
- (a) in providing the Services, Meet & Engage will collect and process personal data (including that received from Participant Users) on the Client's behalf and that the Client is the controller and Meet & Engage is the processor for the purposes of the Data Protection Legislation;
 - (b) the scope, nature and purpose of processing by Meet & Engage, the duration of the processing and the types of personal data and categories of data subject is as follows:

	Chat Data which is personal data	Client Data which is personal data
Scope and Nature of Processing:	For the: <ul style="list-style-type: none"> • Provision of the Services to the Client. • The use of the Software by the Authorised Client Users and Participant Users. • The Client's use and analysis in relation to the Business Use. 	
Duration of Processing:	In accordance with clause 5.13.	In accordance with clause 5.14.
Types of personal data:	Any personal data which a Participant User inputs into the software: <ul style="list-style-type: none"> • in order to register for, access and take part in a live-chat session hosted by the Client; and • during a live-chat session hosted by the Client. 	In relation to Authorised Client Users their: <ul style="list-style-type: none"> • Name • Email Address • Phone Number • Photograph/Bio/Linked-In Profile • Chat Data In relation to Participant Users their: <ul style="list-style-type: none"> • Name/Avatar • Email Address • Phone Number • IP Address • Chat date • Responses to Client and Authorised Users requests and questions.
Categories of data subject:	The Authorised Client Users and Participant Users.	

5.3 Unless otherwise agreed, Meet & Engage will not transfer or process personal data outside the UK or the European Economic Area. However, it is acknowledged by the Client that where Participant Users are, from time to time, located outside the UK and the European Economic Area, data within a chat will be available to view by the Participant User in the country they are located (some of which may be personal data inputted by other Participant Users and Authorised Client Users).

- 5.4 Without prejudice to the generality of clause 5.1, the Client shall ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to Meet & Engage for the duration and purposes of this agreement so that Meet & Engage may lawfully use, process and transfer the personal data in accordance with this agreement on the Client's behalf.
- 5.5 Without prejudice to the generality of clause 5.1, Meet & Engage shall, in relation to any personal data processed in connection with the performance by Meet & Engage of its obligations under this agreement:
- (a) process that personal data only as permitted by this agreement or on the documented written instructions of the Client unless Meet & Engage is required by the laws of any member of the European Union or by the laws of the European Union applicable to Meet & Engage and/or Domestic UK Law (where **Domestic UK Law** means the UK Data Protection Legislation and any other law that applies in the UK) to process personal data (**Applicable Laws**). Where Meet & Engage is relying on Applicable Laws as the basis for processing personal data, Meet & Engage shall promptly notify the Client of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit Meet & Engage from so notifying the Client;
 - (b) ensure that any personnel engaged and authorised by Meet & Engage to process Chat Data or Client Data have committed themselves to confidentiality or are under an appropriate statutory or common law obligation of confidentiality;
 - (c) not transfer any personal data outside of the European Economic Area and the United Kingdom unless the following conditions are fulfilled:
 - (i) Meet & Engage or the Client has provided appropriate safeguards in relation to the transfer;
 - (ii) the data subject has enforceable rights and effective legal remedies;
 - (iii) Meet & Engage complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and
 - (iv) Meet & Engage complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the personal data;
 - (d) assist the Client, at the Client's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - (e) notify the Client without undue delay on becoming aware of a personal data breach;
 - (f) at the written direction of the Client, delete or return personal data and copies thereof to the Client on termination of the agreement unless

required by Applicable Laws to store the personal data (to the extent such data has not previously been deleted in accordance with clauses 5.13 and/or 5.14; and

- (g) maintain complete and accurate records and information to demonstrate its compliance with this clause 5 and allow for reasonable audits by the Client or the Client's designated auditor, for this purpose, on reasonable written notice; and
 - (h) immediately inform the Client if, in the opinion of Meet & Engage, an instruction infringes the Data Protection Legislation.
- 5.6 Each party shall ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it).
- 5.7 The Client hereby consents to Meet & Engage's use and appointment of carefully selected and reputable third-parties as sub-processors to process personal data in connection with this agreement to the extent only such appointment and sub-processing arises out of the provision of hosted technical infrastructure to Meet & Engage as required to support Meet & Engage's provision of the Services and Software and provided such sub-processors operate data centres meeting generally regarded minimum standards and "best practice" for software as a service.
- 5.8 Without prejudice to clause 5.7, Meet & Engage shall inform the Client of any intended changes concerning the addition or replacement of any third-party processors of personal data under this agreement, thereby giving the Client the opportunity to object to such changes provided that if the Client objects to the changes and cannot demonstrate, to Meet & Engage's reasonable satisfaction, that the objection is due to an actual or likely breach of Applicable Laws, then Meet & Engage shall be entitled to terminate this agreement without further liability on notice to the Client.
- 5.9 Meet & Engage shall enter into a written agreement with any third-party processor incorporating terms which are substantially similar to those set out in this clause 5 which Meet & Engage confirms reflect and will continue to reflect the requirements of the Data Protection Legislation.

- 5.10 As between the Client and Meet & Engage, Meet & Engage shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 5.
- 5.11 Meet & Engage may, at any time on not less than 30 days' notice to the Client, revise this clause 5 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).
- 5.12 The Client shall own all right, title and interest in and to all of the Chat Data and Client Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such data.
- 5.13 Unless otherwise agreed in writing, Meet & Engage shall expunge from its systems and servers all Chat Data on the earlier of: -
- (a) 18 months from when the Chat Data was first inputted into the Software;
 - (b) the date which is 1 (one) month following the termination of this agreement; and
 - (c) when instructed by the Client in writing.
- 5.14 Unless otherwise agreed in writing, Meet & Engage shall expunge from its systems and servers all Client Data on the earlier of:
- (a) the date which is 1 (one) month following the termination of this agreement; and
 - (b) within 1 (one) month of receiving written instructions from the Client.
- 5.15 In the event of any loss or damage to Client Data and/or Chat Data, the Client's sole and exclusive remedy against Meet & Engage shall be for Meet & Engage to use reasonable commercial endeavours to restore the lost or damaged Client Data and/or Chat Data from the latest back-up of such Client Data and/or Chat Data maintained by Meet & Engage in accordance with its procedures in place from time to time to the extent such data has not been expunged in accordance with clause 5.13 and/or 5.14. Meet & Engage shall not be responsible for any loss, destruction, alteration or disclosure of Client Data and/or Chat Data caused by any third party (except those third parties sub-contracted by Meet & Engage to perform services related to Client Data maintenance and back-up for which it shall remain fully liable under clause 5.10).
- 5.16 Meet & Engage shall, in providing and facilitating the use of the Services, comply with its Privacy Policy relating to the privacy and security of the Client Data available at <https://meetandengage.com/privacy-policy> or such other website address as may be notified to the Client from time to time, as such document may be amended from time to time by Meet & Engage in its sole discretion.

6. Meet & Engage's obligations

- 6.1 Meet & Engage undertakes that the Services will be performed:

- (a) substantially in accordance with any description of the Services set out in the Contract Details or otherwise agreed in writing by the parties; and
 - (b) with reasonable skill and care.
- 6.2 The undertaking at clause 6.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to Meet & Engage's instructions, or modification or alteration of the Services by any party other than Meet & Engage or its duly authorised contractors or agents. If the Services do not conform with the foregoing undertaking, Meet & Engage will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Client with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Client's sole and exclusive remedy for any breach of the undertaking set out in clause 6.1.
- 6.3 Meet & Engage:
 - (a) does not warrant that:
 - (i) the Client's use of the Services will be uninterrupted or error-free; or
 - (ii) that the Services, Documentation and/or the information obtained by the Client through the Services will meet the Client's requirements; or
 - (iii) the Software or the Services will be free from Vulnerabilities; or
 - (iv) the Software, Documentation or Services will comply with any Heightened Cybersecurity Requirements,
 - (b) is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over Client and third party communications networks and facilities, including the internet, and the Client acknowledges that the Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 6.4 This agreement shall not prevent Meet & Engage from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this agreement.
- 6.5 Meet & Engage warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this agreement.
- 6.6 Meet & Engage shall:
 - (a) provide regular security training to its employees;
 - (b) maintain and adhere to information systems and information security policies and procedures relating to, without limitation:
 - (i) the termination of access to all systems for departing employees;

- (ii) password updating consistent with on-going “best practice”;
- (iii) business continuity and disaster recovery;
- (iv) the secure handling and storage of private, sensitive and confidential information (including on portable devices); and
- (v) practices to detect, report and resolve security vulnerabilities and threats as quickly as reasonably possible,

and shall make copies of such policies available to the Client on request;

and

- (c) ensure that any sub-contractor it engages in connection with the supply of the Services maintains adequate policies for the secure handling and storage of private, sensitive and confidential information.

6.7 Meet & Engage shall be entitled to state (on its website and other relevant materials) that the Client is a client of Meet & Engage and shall be entitled to use the Client’s name and logo for such purpose.

6.8 Meet & Engage shall comply with any reasonable, generally-accepted best practice security or other policy of the Client identified in the Contract Details together with any reasonable updates thereto. For the purposes of this clause, an update shall be unreasonable if (without limitation) it requires additional expenditure on the part of Meet & Engage.

6.9 Meet & Engage shall throughout the Term maintain the following insurance policies:

- (a) employer’s liability insurance with a limit of no less than £5 million;
- (b) cyber insurance with a limit of no less than £5 million; and
- (c) professional indemnity insurance with a limit of no less than £5 million.

7. Client's obligations

7.1 The Client shall:

- (a) provide Meet & Engage with:
 - (i) all necessary co-operation reasonably required in relation to this agreement; and
 - (ii) all necessary access to such information as may be reasonably required by Meet & Engage;

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

- (b) without affecting its other obligations under this agreement, comply with all applicable laws and regulations with respect to its activities under this agreement;

- (c) appoint a dedicated contact in respect of the Services, such person as identified in the Contract Details as the “Client Contact”. That person shall have the authority to contractually bind the Client on all matters relating to the Services (including by agreeing variations to this agreement in accordance with clause 16.4);
- (d) use its reasonable efforts to ensure that the same person acts as its Client Contact throughout the Term but the Client may replace that person from time to time where reasonably necessary and shall notify Meet & Engage of such replacement;
- (e) carry out all other Client responsibilities set out in this agreement in a timely and efficient manner. In the event of any delays in the Client's provision of such assistance as agreed by the parties, Meet & Engage may adjust any agreed timetable or delivery schedule as reasonably necessary;
- (f) obtain and shall maintain all necessary licences, consents, and permissions necessary for Meet & Engage, its contractors and agents to perform their obligations under this agreement, including without limitation the Services;
- (g) maintain its own policies for the secure handling and storage of private, sensitive and confidential information;
- (h) ensure that its network and systems comply with the relevant specifications provided by Meet & Engage from time to time; and
- (i) be, to the extent permitted by law and except as otherwise expressly provided in this agreement, solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to Meet & Engage's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Client's network connections or telecommunications links or caused by the internet.

7.2 This agreement shall not be an exclusive arrangement and shall not prevent the Client from entering into similar agreements with other suppliers of similar services.

8. Charges and payment

8.1 In consideration for the provision of the Services, the Client shall pay Meet & Engage the Fees.

8.2 In relation to SaaS (software as a service) Services: -

- (a) where the Term of the SaaS Services is 12 months or less, the Client shall pay the relevant Fees in advance on or before the Contract Date or, if earlier, the date which is 30 days from the date of Meet & Engage's invoice for the Fees.
- (b) where the Term of the SaaS Services is more than 12 months, the Client shall pay: -

- (i) the relevant Fees for year one (as set out in the Contract Details) on or before the Contract Date or, if earlier, 30 days from the date of Meet & Engage's invoice for the Fees; and
- (ii) the relevant Fees for all subsequent years (as set out in the Contract Details) on or before each anniversary of the Contract Date.

8.3 In relation to all other Services:

- (a) the client shall pay all annual Fees in advance on or before the Contract Date and each anniversary of the Contract Date or, if earlier, the date which is 30 days from the date of Meet & Engage's invoice for those Fees; and
- (b) the client shall pay any Fees for Consultation, Implementation or other non-recurring Services (as indicated on the Contract Details) in advance on or before the Contract Date or, if earlier, the date which is 30 days from the date of Meet & Engage's invoice for those Fees.

8.4 If Meet & Engage has not received payment by the due date, and without prejudice to any of its other rights and remedies:

- (a) Meet & Engage may, after providing 7 days' written warning to the Client and provided the relevant payment remains outstanding at the end of such period, without liability to the Client, cease the provision of the Services and disable the Client's passwords, accounts and access to all or part of the Software and Meet & Engage shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and
- (b) interest shall accrue on a daily basis on such due amounts at an annual rate equal to 4% over the then current base lending rate of Meet & Engage's bankers in the UK from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.

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

- (a) shall be payable in pounds sterling (unless otherwise agreed);
- (b) are, subject to clause 11.3(b), non-cancellable and non-refundable; and
- (c) are exclusive of value added tax or any relevant local sales taxes, for which the Client shall be responsible.

8.6 If, at any time whilst using the Services, the Client exceeds any applicable limits on disk storage space specified in the Contract Details or Meet & Engage's Fair Use Policy in force from time to time, Meet & Engage shall be entitled to charge the Client, and the Client shall pay, Meet & Engage's then current excess data storage fees. Meet & Engage's excess data storage fees are set out in its Fair Usage Policy in place from time to time.

8.7 If Meet & Engage and the Client agree in writing (whether in the Contract Details or otherwise) that the Client will pay any part of the Fees by regular credit/debit card payments, then the Client shall prior to the Contract Date provide to Meet & Engage valid, up-to-date and complete credit/debit card details acceptable to Meet &

Engage and any other relevant valid, up-to-date and complete contact and billing details and the Client hereby authorises Meet & Engage to bill such credit/debit card for the relevant Fees on the dates set out in clauses 8.2 to **Error! Reference source not found.** above (or if applicable in accordance with any payment schedule set out in the Contract Details).

- 8.8 If Meet & Engage and the Client agree in writing (whether in the Contract Details or otherwise) that the Client will pay any part of the Fees by direct debit, then the Client shall prior to the Contract Date provide to Meet & Engage a completed direct debit mandate in a form reasonably prescribed by Meet & Engage and (subject at all times to Meet & Engage complying with the laws and rules applicable to direct debits in the UK) the Client hereby authorises Meet & Engage to debit the Client's bank account for the relevant Fees on the dates set out in clauses 8.2 to **Error! Reference source not found.** above (or if applicable in accordance with any payment schedule set out in the Contract Details).
- 8.9 If any attempt to bill the Client's credit/debit card or debit the Client's bank account in accordance with clause 8.7 or clause 8.8 is rejected by the relevant bank or any payment is recalled (whether as a result of the Client cancelling a card or direct debit mandate or otherwise) then clause 8.4 shall apply and Meet & Engage may also require the Client to pay any reasonable administrative or other costs incurred by Meet & Engage as a result of the failed payment.

9. Proprietary rights

- 9.1 The Client acknowledges and agrees that Meet & Engage and/or its licensors own all intellectual property rights in the Services and the Documentation. Except as expressly stated herein, this agreement does not grant the Client any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Services, Software or the Documentation.
- 9.2 Meet & Engage confirms that it has all the rights in relation to the Services and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this agreement.

10. Indemnity

- 10.1 The Client shall defend, indemnify and hold harmless Meet & Engage against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Client's use of the Services and/or Documentation, provided that:
- (a) the Client is given prompt notice of any such claim;
 - (b) Meet & Engage provides reasonable co-operation to the Client in the defence and settlement of such claim, at the Client's expense; and
 - (c) the Client is given sole authority to defend or settle the claim.

- 10.2 Meet & Engage shall defend the Client, its officers, directors and employees against any claim that the Client's use of the Services or Documentation in accordance with this agreement infringes any United Kingdom patent effective as of the Contract Date, copyright, trade mark, database right or right of confidentiality, and shall indemnify the Client for any amounts awarded against the Client in judgment or settlement of such claims, provided that:
- (a) Meet & Engage is given prompt notice of any such claim;
 - (b) the Client provides reasonable co-operation to Meet & Engage in the defence and settlement of such claim, at Meet & Engage's expense; and
 - (c) Meet & Engage is given sole authority to defend or settle the claim.
- 10.3 In the defence or settlement of any claim, Meet & Engage may procure the right for the Client to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate this agreement on 5 Business Days' notice to the Client without any additional liability or obligation to pay liquidated damages or other additional costs to the Client.
- 10.4 In no event shall Meet & Engage, its employees, agents and sub-contractors be liable to the Client to the extent that the alleged infringement is based on:
- (a) a modification of the Services or Documentation by anyone other than Meet & Engage; or
 - (b) any material or documents provided by the Client;
 - (c) the Client's use of the Services or Documentation in a manner contrary to the instructions given to the Client by Meet & Engage; or
 - (d) the Client's use of the Services or Documentation after notice of the alleged or actual infringement from Meet & Engage or any appropriate authority.
- 10.5 The foregoing and clause 11.3(b) state the Client's sole and exclusive rights and remedies, and Meet & Engage's (including Meet & Engage's employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.

11. Limitation of liability

- 11.1 Except as expressly and specifically provided in this agreement:
- (a) the Client assumes sole responsibility for results obtained from the use of the Services and the Documentation by the Client, and for conclusions drawn from such use. Meet & Engage shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Meet & Engage by the Client in connection with the Services, or any actions taken by Meet & Engage at the Client's direction;
 - (b) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this agreement; and

- (c) the Services, Software and the Documentation are provided to the Client on an "as is" basis.
- 11.2 Nothing in this agreement excludes the liability of Meet & Engage:
 - (a) for death or personal injury caused by Meet & Engage's negligence; or
 - (b) for fraud or fraudulent misrepresentation.
- 11.3 Subject to clause 11.1 and clause 11.2:
 - (a) neither party shall be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this agreement; and
 - (b) each party's total aggregate liability in contract (including in respect of the indemnities at clause 10), tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement shall not exceed the net Fees received by Meet & Engage from the Client, during the 12 months prior to the relevant claim. This limitation shall not apply to the Client's obligation to pay the Fees.

12. Termination

- 12.1 Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:
 - (a) the other party commits a material breach of any term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 25 days after being notified in writing to do so;
 - (b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
 - (c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
 - (d) the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under this agreement has been placed in jeopardy.

12.2 On expiry or termination of this agreement for any reason:

- (a) all licences granted under this agreement shall immediately terminate and the Client shall immediately cease all use of the Services, Software and/or the Documentation;
- (b) each party shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party;
- (c) Meet & Engage shall for 1 (one) month allow one Moderator User to access and use the Software to the extent required to enable that Moderator User to access, download and copy all Chat Data and Client Data which has not already been expunged in accordance with clause 5.13 and/or 5.14 after which time Meet & Engage may expunge all Client Data and Chat Data in its possession in accordance with clause 5.13 and/or 5.14;
- (d) any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination shall not be affected or prejudiced.

13. Compliance with anti-slavery and human trafficking laws

13.1 In performing its obligations under the agreement, Meet & Engage shall:

- (a) comply with all applicable anti-slavery and human trafficking laws, statutes, regulations from time to time in force including the Modern Slavery Act 2015; and
- (b) not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK.

13.2 Meet & Engage warrants that at the date of this agreement it has not been convicted of any offence involving slavery and human trafficking; nor has it been the subject of any investigation, inquiry or enforcement proceedings regarding any offence or alleged offence of or in connection with slavery and human trafficking.

14. Anti-Bribery and anti-corruption

14.1 Meet & Engage shall: -

- (a) comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including the Bribery Act 2010; and
- (b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK.

15. Dispute Resolution

- 15.1 If a dispute arises out of or in connection with this agreement or the performance, validity or enforceability of it (**Dispute**) then, the parties shall follow the procedure set out in this clause:
- (a) either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (**Dispute Notice**), together with relevant supporting documents. On service of the Dispute Notice, the line manager of the Client Contact (**Representative**) and a director of Meet & Engage (not being the Meet & Engage Contact if applicable) shall attempt in good faith to resolve the Dispute;
 - (b) if the Representative and Meet & Engage's director appointed in relation to the Dispute in accordance with clause 15.1(a) are for any reason unable to resolve the Dispute within 30 days of it being referred to them, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR. To initiate the mediation, a party must serve notice in writing (**ADR notice**) to the other party to the Dispute, requesting a mediation. A copy of the ADR notice should be sent to CEDR. The mediation shall start not later than 30 days after the date of the ADR notice.
- 15.2 If the Dispute is not resolved within 40 days after service of the ADR notice, or either party fails to participate or to continue to participate in the mediation before the expiration of the said period of 40 days, or the mediation terminates before the expiration of the said period of 40 days, the Dispute shall be finally resolved by the courts of England and Wales in accordance with clause 16.14.

16. General

- 16.1 **Force majeure.** Meet & Engage shall have no liability to the Client under this agreement if it is prevented from or delayed in performing its obligations under this agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, provided that the Client is notified of such an event and its expected duration.
- 16.2 **Assignment and other dealings.**
- (a) The Client shall not assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under this agreement without Meet & Engage's prior written consent.
 - (b) Meet & Engage may at any time assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under this agreement. Meet & Engage shall notify the Client in writing as soon as reasonably practicable following any assignment of Meet & Engage's rights and obligations under this agreement. Any sub-contracting by Meet & Engage shall be to carefully-selected and reputable persons where the Services will not suffer any

material adverse effect as a result of such sub-contracting and Meet & Engage shall remain liable at all times for the acts and omissions of its sub-contractors.

16.3 Confidentiality.

- (a) Each party undertakes that it shall not at any time disclose to any person the terms of this agreement or any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the Group to which the other party belongs, except as permitted by this clause 16.3.
- (b) Each party may disclose the other party's confidential information:
 - (i) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under this agreement. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 16.3; and
 - (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- (c) Neither party shall use any other party's confidential information for any purpose other than to perform its obligations under this agreement.

16.4 Variation. No variation of this agreement shall be effective unless it is in writing and signed or otherwise agreed to by the parties, their authorised representatives or the Client Contact and Meet & Engage Contact.

16.5 Waiver. No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

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

16.7 Severance.

- (a) If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.
- (b) If any provision or part-provision of this agreement is deemed deleted under this clause 16.7 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

16.8 Entire agreement.

- (a) This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
 - (b) Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.
- 16.9 **No partnership or agency.** Nothing in this agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).
- 16.10 **Third party rights.** This agreement does not confer any rights on any person or party (other than the parties to this agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 16.11 **Notices.**
 - (a) Any notice or other communication given to a party under or in connection with this agreement shall be in writing and shall be:
 - (i) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
 - (ii) sent by email to the address specified in the Contract Details (in the case of notices to the Client) or info@meetandenage.com (in the case of notices to Meet & Engage) or such updated contact details as a party may supply to the other party from time to time.
 - (b) Any notice or communication shall be deemed to have been received:
 - (i) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
 - (ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; and
 - (iii) if sent by email, at the time of transmission, or, if this time falls outside Normal Business Hours in the place of receipt, when Normal Business Hours resume.
 - (c) This clause 16.11 does not apply to the service of any proceedings or other documents in any legal action.
- 16.12 **Counterparts.**

- (a) This agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
 - (b) Transmission of an executed counterpart of this agreement (but for the avoidance of doubt not just a signature page) by (a) fax or (b) email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this agreement. If either method of delivery is adopted, without prejudice to the validity of the agreement thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.
 - (c) No counterpart shall be effective until each party has executed at least one counterpart.
- 16.13 **Governing law.** This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 16.14 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).