

Contract Number: [06322] **Date:** [06.12.2024]**Contact Information**

Customer name	UK Health Security Agency (UKHSA 1)
Primary Contact	Sophie Zincke sophie.zincke@ukhsa.gov.uk 0207 654 8395
Primary Address	UKHSA Accounts Payable MANOR FARM ROAD PORTON DOWN SALISBURY SP4 0JG United Kingdom

Billing Information

Billing Contact	Accounts Payable payables@ukhsa.gov.uk
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Licence Parameters	
Licence Period	16 January 2025 to 17 July 2025
Payment Terms	Net 30
Number of Users	8
Number of Registrations	2000
Number of Events	Unlimited

Code	Description
Abstracts Event	Abstracts Event
Abstracts (per submission, 1,501+)	Abstracts (per submission, 1,501+)
API Usage	API Usage
Payment Gateway (Secure Trading)	Payment Gateway (Secure Trading)
Registration - Basic+	1,000 Registrations, WITH group functionality. \$6 per registration overage fee.
User licence (per user, 1-10 users)	User licence (per user, 1-10 users)
Custom account domain	Custom account domain

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Quote discounted from £24,500 for the yearly renewal to £12,000, inc 2,000 reg, Abstract Module, API, Payment Gateway and Custom Domain. Extra Reg @3.50 each. Extra 6-month extension calculated again @£12,000.

Authorised Signatory

This Order Form is entered into between Eventsforce Solutions Ltd of 1.02, South Harrington Building, Brunswick Business Park, 182 Sefton St, Liverpool L34BQ ("**Supplier**") and the Customer identified, ("**Customer**") pursuant to the licence agreement ("**Agreement**") entered into between the Supplier and the Customer. In case of any conflict between the terms of this Order Form and the Agreement, the terms of this Order Form shall prevail for the purposes of provision of services under this Order Form.

Prices indicated do not include VAT.

Eventsforce / 1.02, South Harrington Building, Brunswick Business Park, 182 Sefton St, Liverpool L3 4BQ

Eventsforce subscription agreement_UK_SourceFile_08112023.pdf (19 pages, appended below)

[Download](#) 12FC55EDD7F77886026FEAF103668C4CB9DC517EF3E390A430CC53A87B657657

Participants

EVENTSFORCE SOLUTIONS LTD United Kingdom

<div></div>	<div></div>
<div></div>	Date
Delivery channel: Email	

UK HEALTH SECURITY AGENCY (UKHSA 1) United Kingdom

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<div></div>	Date
Delivery channel: Email	

PLEASE READ THIS LICENCE AGREEMENT CAREFULLY BEFORE ACCESSING OUR SOFTWARE:

Our licence agreement ("**Agreement**"), a full copy of which is set out below, is a legal agreement between you (**Customer** or **you**) and Eventsforce Solutions Ltd of 1.02 South Harrington Building 182 Sefton Street, Brunswick Business Park, Liverpool, Merseyside, England, L3 4BQ (**Supplier, us** or **we**) for the provision of software applications and platforms to you via the internet for the purpose of event management (**Our Applications**).

You must read and agree to the Agreement before accessing any of Our Applications.

We license use of Our Applications to you on the basis of the Agreement.

We do not sell legal title to Our Applications to you. We remain the owners of Our Applications at all times and grant you a licence.

IMPORTANT NOTICE TO ALL USERS:

- BY SIGNING THIS AGREEMENT YOU AGREE TO ITS TERMS WHICH WILL BIND YOU AND YOUR EMPLOYEES. THE TERMS OF THE AGREEMENT INCLUDE, IN PARTICULAR, LIMITATIONS ON LIABILITY IN CLAUSE 14.
- IF YOU DO NOT AGREE TO THE TERMS OF THE AGREEMENT, YOU SHOULD NOT SIGN THE AGREEMENT AND WE WILL NOT LICENCE OUR APPLICATIONS TO YOU AND YOU MUST NOT ACCESS OR USE THEM AT ALL.

You should print a copy of the Agreement for future reference.

AGREEMENT – FULL TEXT

BACKGROUND

- (A) The Supplier has developed certain software applications and platforms which it makes available to subscribers via the internet for the purpose of event management.
- (B) The Customer wishes to use the Supplier's service in its business operations.
- (C) The Supplier has agreed to provide and the Customer has agreed to take and pay for the Supplier's service subject to the terms and conditions of this Agreement.

AGREED TERMS

1. DOCUMENTS COMPRISING THIS AGREEMENT AND ORDER OF PRECEDENCE

- 1.1 This Agreement comprises the terms and conditions hereunder, together with the following documents ("**Incorporated Documents**"), each of which are incorporated in this Agreement by reference:

- (a) the Order Form;
- (b) the Privacy and Security Policy, a copy of which is available at <https://www.eventsforce.com/privacy-policy/>;
- (c) the Service Level Agreement, a copy of which is available at <https://www.eventsforce.com/service-level-agreement/>;
- (d) the Data Security Policy, a copy of which is available at <https://www.eventsforce.com/data-security-policy/> and where applicable, the VCD Data Security Policy, a copy of which is available at <https://www.eventsforce.com/eventsforce-virtual-content-delivery-vcd-data-security-policy/>;
- (e) the relevant Eventsforce App Licence Terms, copies of which are available at <https://www.eventsforce.com/eventsforce-mobile-app-licence-terms/> and <https://www.eventsforce.com/eventsforce-app-licence-terms-eventsforce-kiosk-and-eventsforce-attendance/> and the documents referred to in those Terms.

1.2 If there is an inconsistency between any of the provisions of this Agreement and the provisions of the Incorporated Documents, the provisions of the relevant Incorporated Document(s) shall prevail.

2. INTERPRETATION

2.1 The definitions and rules of interpretation in this clause apply in this Agreement.

Apps:	the Supplier's mobile application software, as described in the Documentation.
Authorised Users:	those employees, agents and independent contractors of the Customer who are authorised by the Customer to use the Services and the Documentation, as further described in Clause 3.2.
Business Day:	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
Confidential Information:	information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in Clause 12.6.
Customer Data:	the data inputted by the Customer, Authorised Users, Registrations, any third party on the Customer's behalf (provided such third party actions are permitted by the scope of the rights granted to the Customer hereunder) or the Supplier on the Customer's behalf for the purpose of using the Services or facilitating the Customer's use of the Services.

Data Protection Legislation:	the European Union (Withdrawal) Act 2018, insofar as it incorporates the General Data Protection Regulation ((EU) 2016/679) (GDPR) (as it existed on 1 January 2021) into the law of England and Wales, the Data Protection, Privacy and Electronic Communications (Amendments Etc) (EU Exit) Regulations 2019 and the Data Protection Act 2018.
Data Security Policy:	the Supplier's security policy in respect of Customer Data, made available to the Customer by the Supplier online at https://www.eventsforce.com/ads/data-security-policy/ or such other web address notified by the Supplier to the Customer from time to time.
Documentation:	the document made available to the Customer by the Supplier online at https://www.eventsforce.com/ads/eventsforce-product-features/ or such other web address notified by the Supplier to the Customer from time to time which sets out a description of the Services.
Effective Date:	the date of this Agreement.
Event:	an event which is managed by the Customer using the Services.
Eventsforce App Licence Terms:	The Supplier's terms and conditions which, in addition to this Agreement govern the Customer's use of the Apps, made available to the Customer by the Supplier online at https://www.eventsforce.com/eventsforce-mobile-app-licence-terms/ and https://www.eventsforce.com/eventsforce-app-licence-terms-eventsforce-kiosk-and-eventsforce-attendance/ or such other web addresses notified by the Supplier to the Customer from time to time.
Initial Subscription Term:	the initial term of this Agreement as set out in the Order Form.
Order Form:	the order form signed by the parties on or about the Effective Date setting out certain key terms of the Services and any subsequent order forms of a similar nature the parties may enter into pursuant to this Agreement.
Normal Business Hours:	9.00 am to 5.30 pm local UK time, each Business Day.
Privacy and Security Policy:	the Supplier's policy relating to the privacy and security of the Customer Data, made available to the Customer by the Supplier online at https://www.eventsforce.com/privacy-policy/ or such other web address notified by the Supplier to the Customer from time to time, as such document may be amended from time to time by the Supplier in its sole discretion.

Registration:	a person attending an Event.
Renewal Period:	the period described in Clause 15.1.
SCC	the European Commission's Standard Contractual Clauses for the transfer of personal data from the European Union to processors established in third countries (controller-to-processor transfers).
Service Level Agreement:	the agreement, made available to the Customer by the Supplier online at https://www.eventsforce.com/ads/service-level-agreement/ or such other web address notified by the Supplier to the Customer from time to time, in accordance with which the Supplier is to perform its obligations under Clause 5.2 of this Agreement.
Services:	each of (1) the subscription services provided by the Supplier to the Customer under this Agreement via https://www.eventsforce.com/client-login/ or any other website notified to the Customer by the Supplier from time to time, as more particularly described in the Documentation; and (2) the Apps (if purchased by the Customer pursuant to an Order Form).
Software:	the online software applications and platforms provided by the Supplier as part of the Services.
Subscription Fees:	the subscription fees payable by the Customer to the Supplier for the User Subscriptions, as set out in the Order Form.
Subscription Term:	has the meaning given in Clause 15.1 (being the Initial Subscription Term together with any subsequent Renewal Periods).
User Subscriptions:	the user subscriptions purchased by the Customer pursuant to Clause 10.1 which entitle Authorised Users to access and use the Services in accordance with this Agreement.
VCD	the Supplier's web-based virtual content delivery platform, more particularly described at https://www.eventsforce.com/product/eventsforce-virtual/ .
VCD Data Security Policy	the Supplier's security policy in respect of Customer Data inputted to the VCD, made available to the Customer by the Supplier online at https://www.eventsforce.com/ads/data-security-policy/ or such other web address notified by the Supplier to the Customer from time to time.

2.2 A person includes an individual, corporate or unincorporated body (whether or not having separate

legal personality).

2.3 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

2.4 A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this Agreement.

2.5 A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this Agreement under that statute or statutory provision.

3. USER SUBSCRIPTIONS

3.1 Subject to the Customer purchasing the User Subscriptions in accordance with Clause 4.2 and Clause 10.1, the restrictions set out in this Clause 3 and the other terms and conditions of this Agreement, the Supplier hereby grants to the Customer a non-exclusive, non-transferable right, without the right to grant sublicences, to permit the Authorised Users to use the Services during the Subscription Term solely for the Customer's business operations.

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

- (a)** the maximum number of Authorised Users that it authorises to access and use the Services shall not exceed the number of User Subscriptions it has purchased from time to time;
- (b)** the maximum number of Registrations in respect of an Event shall not exceed the number of Registrations it has purchased from time to time;
- (c)** it will not allow or suffer any User Subscription to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the Services; and
- (d)** each Authorised User shall keep a secure password for his use of the Services, and shall keep such password confidential.

3.3 The Customer shall not access, store, distribute or transmit any viruses, or any material during the course of its use of the Services that:

- (a)** is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
- (b)** facilitates illegal activity;
- (c)** depicts sexually explicit images;
- (d)** promotes unlawful violence;

- (e) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
- (f) is otherwise illegal or causes damage or injury to any person or property;

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

3.4 The Customer shall not:

- (a) except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this Agreement:
 - (i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means; or
 - (ii) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or
- (b) access all or any part of the Services in order to build a product or service which competes with the Services; or
- (c) use the Services to provide any services to third parties not specified in the Documentation; or
- (d) subject to Clause 22.1, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services available to any third party except the Authorised Users; and
- (e) attempt to obtain, or assist third parties in obtaining, access to the Services, other than as provided under this Clause 3.

3.5 The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and, in the event of any such unauthorised access or use, promptly notify the Supplier.

3.6 The rights provided under this Clause 3 are granted to the Customer only, and shall not be considered granted to any subsidiary or holding company of the Customer.

4. ADDITIONAL USER SUBSCRIPTIONS OR REGISTRATIONS

4.1 Subject to Clause 4.2, the Customer may, from time to time during any Subscription Term, purchase additional User Subscriptions or Registrations in excess of the number set out in the Order Form and the Supplier shall grant access to the Services to such additional Authorised Users or shall permit such additional Registrations in accordance with the provisions of this Agreement.

4.2 The Customer may purchase additional User Subscriptions or Registrations by agreeing a subsequent

Order Form with the Supplier in writing setting out the number of additional User Subscriptions or Registrations purchased and the relevant additional fees payable (and when they are payable).

5. SERVICES

- 5.1** The Supplier shall, during the Subscription Term, provide the Services to the Customer on and subject to the terms of this Agreement. Access to the Services shall be via secure login details which the Supplier shall provide to the Customer at the commencement of the Subscription Term.
- 5.2** The Supplier shall comply with the terms of the Service Level Agreement.
- 5.3** The Supplier will, as part of the Services and at no additional cost to the Customer provide the Customer with helpdesk services in accordance with the Supplier's support services charter made available to the Customer by the Supplier online at <https://www.eventsforce.com/ads/service-level-agreement/> or such other web address notified by the Supplier to the Customer from time to time, as such document may be amended from time to time by the Supplier in its sole discretion. PROVIDED HOWEVER that the Supplier shall not be responsible for providing any technical or user support with regard to any hardware (including peripherals), software, products or service used by the Customer that have been provided by third parties.

6. CUSTOMER DATA AND GDPR COMPLIANCE

- 6.1** The Customer shall own all right, title and interest in and to all of the Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Customer Data.
- 6.2** The Supplier shall follow its security procedures in relation to Customer Data as set out in its Data Security Policy and/or VCD Data Security Policy (as applicable), as such document/s may be amended by the Supplier in its sole discretion from time to time. In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy against the Supplier shall be for the Supplier to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by the Supplier. The Supplier shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party (except those third parties sub-contracted by the Supplier to perform services related to Customer Data maintenance and back-up for which it shall remain fully liable under Clause 6.9).
- 6.3** The Supplier shall, in providing the Services, comply with the Privacy and Security Policy insofar as it is relevant to the Services.
- 6.4** Both parties will comply with all applicable requirements of the Data Protection Legislation. This Clause 6 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
- 6.5** The parties acknowledge that:
- (a)** if the Supplier processes any personal data on the Customer's behalf when performing its obligations under this Agreement, the Customer is the data controller and the Supplier is the

data processor for the purposes of the Data Protection Legislation (where **Data Controller** and **Data Processor** have the meanings as defined in the Data Protection Legislation).

- (b) the Privacy and Security Policy and Clause 6.7(a) below sets out the scope, nature and purpose of processing by the Supplier, the duration of the processing and the types of personal data (as defined in the Data Protection Legislation, **Personal Data**) and categories of Data Subject.
- (c) the personal data may not be transferred or stored outside the EEA or the country where the Customer and the Authorised Users are located save that (a) for the purposes of the provision of the Services generally (including data hosting where necessary to the Services), the personal data may be transferred to the United Kingdom; and (b) for the purposes of (i) the Services that incorporate provision of the VCD; and (ii) the Supplier's provision of helpdesk services under Clause 5.3 of this Agreement, the personal data may be transferred to the United States of America; PROVIDED HOWEVER that: if any personal data transfer between the Customer and the Supplier requires execution of SCC in order to comply with the Data Protection Legislation (where the Customer is the entity exporting Personal Data to the Supplier outside the EEA), the parties will complete all relevant details in, and execute, SCC, and take all other actions required to legitimise the transfer.

6.6 Without prejudice to the generality of Clause 6.4, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Supplier for the duration and purposes of this Agreement so that the Supplier may lawfully use, process and transfer the Personal Data in accordance with this Agreement on the Customer's behalf.

6.7 Without prejudice to the generality of Clause 6.4, the Supplier shall, in relation to any Personal Data processed in connection with the performance by the Supplier of its obligations under this Agreement:

- (a) process that Personal Data only on the instructions of the Customer (and for the avoidance of doubt the Customer instructs the Supplier to undertake any processing permitted by the Privacy and Security Policy and/or necessary in order to properly perform this Agreement) unless the Supplier is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Supplier to process Personal Data (**Applicable Laws**). Where the Supplier is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, the Supplier shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Supplier from so notifying the Customer; and
- (b) assist the Customer, at the Customer'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;
- (c) notify the Customer without undue delay on becoming aware of a Personal Data breach;
- (d) at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the Agreement unless required by Applicable Law to store the

Personal Data; and

- (e) maintain complete and accurate records and information to demonstrate its compliance with this Clause 6.

- 6.8** Each party shall ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the other party, 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).
- 6.9** The Supplier may only authorise a third party (“**subprocessor**”) to process the Personal Data if the Customer is provided with an opportunity to object to the appointment of each subprocessor within 7 days after the Supplier supplies the Customer with full details regarding such subprocessor. The Supplier will enter into a written agreement with the subprocessor substantially on that third party’s standard terms of business. As between the Customer and the Supplier, the Supplier shall remain fully liable for all acts or omissions of any subprocessor appointed by it pursuant to this Clause 6.
- 6.10** Either party may, at any time on not less than 30 days’ notice, revise this Clause 6 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).

7. THIRD PARTY PROVIDERS

The Customer acknowledges that the Services may enable or assist it to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that it does so solely at its own risk. The Supplier makes no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by the Customer, with any such third party. Any contract entered into and any transaction completed via any third-party website is between the Customer and the relevant third party, and not the Supplier. The Supplier recommends that the Customer refers to the third party’s website terms and conditions and privacy policy prior to using the relevant third-party website. The Supplier does not endorse or approve any third-party website nor the content of any of the third-party website made available via the Services.

8. SUPPLIER’S OBLIGATIONS

- 8.1** The Supplier undertakes that the Services will be performed substantially in accordance with the Documentation and with reasonable skill and care.
- 8.2** The undertaking at Clause 8.1 shall not apply to the extent of any non-conformance which is caused

by use of the Services contrary to the Supplier's instructions, or modification or alteration of the Services by any party other than the Supplier or the Supplier's duly authorised contractors or agents. If the Services do not conform with the foregoing undertaking, Supplier will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in Clause 8.1. Notwithstanding the foregoing, the Supplier:

- (a) does not warrant that the Customer's use of the Services will be uninterrupted or error-free; or that the Services, Documentation and/or the information obtained by the Customer through the Services will meet the Customer's requirements;
- (b) does not warrant the compatibility of the Services with any hardware (including peripherals), software, products or service other than as set out in this Agreement; and
- (c) is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

9. CUSTOMER'S OBLIGATIONS

The Customer shall:

- (a) provide the Supplier with:
 - (i) all necessary co-operation in relation to this Agreement; and
 - (ii) all necessary access to such information as may be required by the Supplier;in order to provide the Services, including but not limited to Customer Data, security access information and configuration services;
- (b) without affecting its other obligations under this Agreement, comply with all applicable laws, regulations, codes, standards and regulatory requirements with respect to its activities under this Agreement;
- (c) carry out all other Customer responsibilities set out in this Agreement in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, the Supplier may adjust any agreed timetable or delivery schedule as reasonably necessary;
- (d) ensure that the Authorised Users use the Services in accordance with the terms and conditions of this Agreement and shall be responsible for any Authorised User's breach of this Agreement;
- (e) obtain and shall maintain all necessary licences, consents, and permissions necessary for the Supplier,

its contractors and agents to perform their obligations under this Agreement, including without limitation the Services;

- (f) ensure that its network and systems comply with the relevant specifications provided by the Supplier from time to time;
- (g) be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to the Supplier's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet;
- (h) not alter, obscure, remove, interfere with or add to any of the Supplier's trade marks, trade names, markings or notices affixed to or contained in the Services or any part of them;
- (i) promptly report any material fault in the Services to the Supplier by telephone or email to the Supplier's technical support team that the Supplier may from time to time provide;
- (j) follow and observe any written instructions issued by the Supplier from time to time regarding the use of the Services which in the Supplier's reasonable opinion are necessary in the interests of data protection and information and web security or to maintain or improve the quality of the Services;
- (k) not use the Services to store or directly process payment card data and the Supplier may, without liability to the Customer and without prejudice to any other rights or remedies the Supplier may have, disable the Customer's access to the Services in the event of any breach of the provisions of this clause 9(k); and
- (l) use the Apps only in accordance with the applicable Eventsforce App Licence Terms, and shall indemnify and hold harmless the Supplier against all losses, damages, expenses and costs incurred as a result of any third party claims arising out of the Customer's failure to so use.

10. CHARGES AND PAYMENT

10.1 The Supplier shall invoice the Customer:

- (a) on the Effective Date for the Subscription Fees payable in respect of the Initial Subscription Term; and
- (b) subject to Clause 15.1, at least 30 days prior to each anniversary of the Effective Date for the Subscription Fees payable in respect of the next Renewal Period;

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

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

- (a) the Supplier may, without liability to the Customer, disable the Customer's password, account and access to all or part of the Services and the Supplier shall be under no obligation to provide

any or all of the Services while the invoice(s) concerned remain unpaid; and

- (b) interest shall accrue on a daily basis on such due amounts at an annual rate equal to 3% over the then current base lending rate of the Supplier's bankers in the UK from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.

10.4 All amounts and fees stated or referred to in this Agreement:

- (a) shall be payable in pounds sterling or in such other currency as set out on the Supplier's invoice;
- (b) are, subject to Clause 14.3(b), non-cancellable and non-refundable;
- (c) are exclusive of value added tax, which shall be added to the Supplier's invoice(s) at the appropriate rate.

10.5 Unless set out in the Order Form, the Supplier will not provide any bespoke modifications in respect of the Services. If at a later date the Customer wishes to commission any bespoke modifications to the Services, then the Supplier may at its option provide the same subject to the parties agreeing terms in writing and the relevant additional fees.

10.6 The Supplier shall be entitled to increase the Subscription Fees and / or the fees payable in respect of the additional User Subscriptions purchased pursuant to Clause 4.2, at the start of each Renewal Period upon 30 days' prior notice to the Customer and the Rate Card and Order Form shall be deemed to have been amended accordingly.

11. INTELLECTUAL PROPERTY RIGHTS

11.1 The Customer acknowledges and agrees that the Supplier and/or its licensors own all intellectual property rights in the Services and the Documentation. Except as expressly stated herein, this Agreement does not grant the Customer any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Services or the Documentation.

11.2 The intellectual property rights of the Supplier referred to in Clause 11.1 include commercially valuable, substantial trade secrets, the design and development of which reflect the effort of skilled development experts and investment of considerable amounts of time and money. The Customer therefore acknowledges and agrees that damages alone would not be an adequate remedy for any breach of the terms of this Agreement and that the Supplier shall be entitled to the remedies of injunctions, specific performance or other equitable relief for any threatened or actual breach of this Agreement.

11.3 The Supplier confirms that it has all the rights in relation to the Services and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this Agreement.

11.4 Nothing in this Agreement shall affect the Customer's intellectual property rights in work and materials

that it has developed or acquired prior to the Effective Date and independently from the Supplier's performance of the Services. Where the Customer provides the Supplier with such work or materials in connection with this Agreement, the Customer warrants and undertakes that they will be original works of authorship and that the Supplier's use or possession of them will not subject the Supplier to any claim for infringement of any proprietary rights of any third party.

12. CONFIDENTIALITY

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

- (a) is or becomes publicly known other than through any act or omission of the receiving party;
- (b) was in the other party's lawful possession before the disclosure;
- (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or
- (d) is independently developed by the receiving party, which independent development can be shown by written evidence.

12.2 Subject to Clause 12.4, each party shall hold the other's Confidential Information in confidence and not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this Agreement.

12.3 Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement.

12.4 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this Clause 12.4, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.

12.5 Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.

12.6 The Supplier acknowledges that the Customer Data is the Confidential Information of the Customer.

12.7 The above provisions of this Clause 12 shall survive termination of this Agreement, however arising.

13. INDEMNITY

13.1 The Customer shall defend, indemnify and hold harmless the Supplier against claims, actions,

proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Customer's use of the Services and/or Documentation, provided that:

- (a) the Customer is given notice of any such claim;
- (b) the Supplier provides reasonable co-operation to the Customer in the defence and settlement of such claim, at the Customer's expense; and
- (c) the Customer is given sole authority to defend or settle the claim.

13.2 The Supplier shall defend the Customer, its officers, directors and employees against any claim that the Services infringe any copyright, trade mark, database right or right of confidentiality, and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims, provided that:

- (a) the Supplier is given prompt notice of any such claim;
- (b) the Customer provides reasonable co-operation to the Supplier in the defence and settlement of such claim, at the Supplier's expense; and
- (c) the Supplier is given sole authority to defend or settle the claim.

13.3 In the defence or settlement of any claim, the Supplier may procure the right for the Customer 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 2 Business Days' notice to the Customer without any additional liability or obligation to pay liquidated damages or other additional costs to the Customer.

13.4 In no event shall the Supplier, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on:

- (a) a modification of the Services by anyone other than the Supplier; or
- (b) the Customer's use of the Services in a manner contrary to this Agreement or to the instructions given to the Customer by the Supplier; or
- (c) the Customer's use of the Services after notice of the alleged or actual infringement from the Supplier or any appropriate authority.

13.5 The foregoing and Clause 14.3(b) states the Customer's sole and exclusive rights and remedies, and the Supplier's (including the Supplier's employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.

14. LIMITATION OF LIABILITY

14.1 Except as expressly and specifically provided in this Agreement:

- (a) the Customer assumes sole responsibility for results obtained from the use of the Services by the Customer, and for conclusions drawn from such use. The Supplier shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to the Supplier by the Customer in connection with the Services, or any actions taken by the Supplier at the Customer'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 are provided to the Customer on an "as is" basis.

14.2 Nothing in this Agreement excludes the liability of the Supplier:

- (a) for death or personal injury caused by the Supplier's negligence; or
- (b) for fraud or fraudulent misrepresentation.

14.3 Subject to Clause 14.1 and Clause 14.2:

- (a) the Supplier shall not 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) the Supplier's total aggregate liability in contract (including in respect of the indemnity at Clause 13.2), 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 be limited to the total Subscription Fees paid for the User Subscriptions during the 12 months immediately preceding the date on which the claim arose.

15. TERM AND TERMINATION

15.1 This Agreement shall, unless otherwise terminated as provided in this Clause 15, commence on the Effective Date and shall continue for the Initial Subscription Term and, thereafter, this Agreement shall be automatically renewed for successive periods of 12 months (each a **Renewal Period**), unless:

- (a) either party notifies the other party of termination, in writing, at least 30 days before the end of the Initial Subscription Term or any Renewal Period, in which case this Agreement shall terminate upon the expiry of the applicable Initial Subscription Term or Renewal Period; or
- (b) otherwise terminated in accordance with the provisions of this Agreement;

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

15.2 Where an Initial Subscription Term or any subsequent Renewal Period is two or three years and total Subscription Fees for that entire multi-year terms are paid at the commencement of the term, the Customer will receive a 4% discount on the Subscription Fees for both years of a two year term and a 6% discount for all years of a three year term.

15.3 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 fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 7 days after being notified in writing to make such payment;
- (b) the other party commits a material breach of any other term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 7 days after being notified in writing to do so;
- (c) the other party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;
- (d) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the Insolvency Act 1986;
- (e) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (f) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party;
- (g) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Clause 15.2(d) to Clause 15.2(f) (inclusive); or
- (l) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

15.4 On termination of this Agreement for any reason:

- (a) all licences granted under this Agreement shall immediately terminate and the Customer shall immediately cease all use of the Services;
- (b) each party shall return and make no further use of any equipment, property and other items (and all copies of them) belonging to the other party;
- (c) the Supplier may destroy or otherwise dispose of any of the Customer Data in its possession in accordance with Clause 6.7(e), unless the Supplier receives, no later than 30 days after the effective date of the termination of this Agreement, a written request from the Customer for access to the Customer Data for the purpose of downloading it, in which case the Supplier shall use reasonable commercial endeavours grant such access within a reasonable time of its receipt of such a written request, provided that the Customer has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination); and
- (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.

16. FORCE MAJEURE

The Supplier shall have no liability to the Customer 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, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that the Customer is notified of such an event and its expected duration.

17. VARIATION

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

18. 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.

19. 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.

20. SEVERANCE

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

21. ENTIRE AGREEMENT

- 21.1** This 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.
- 21.2** 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.
- 21.3** Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.
- 21.4** Nothing in this clause shall limit or exclude any liability for fraud.

22. ASSIGNMENT

- 22.1** The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.
- 22.2** The Supplier may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.

23. 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.

24. 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.

25. 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).