ENTERPRISE

TERMS AND CONDITIONS

1 INTERPRETATION

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

Additional Services: means any implementation services, configuration services, customisation services, software development, testing or other professional services to be provided by Paritor in respect of Services and/or the Software as agreed between the parties in a Statement of Work or the Commercial terms.

Additional Services Fees: the fees payable for Additional Services as set out in, and payable in accordance with, the relevant Statement of Work.

Agreement: means the Commercial Terms together with these terms and conditions.

App: the application software described in the Commercial Terms and any updates or supplements to it.

Business Day: any day which is not a Saturday, Sunday or public or bank holiday in England.

Commercial Terms: means the commercial terms as presented to the Customer during the download process or, if applicable, the commercial terms document signed by the parties (as attached to these terms and conditions).

Confidential Information: means all information whether technical or commercial (including all specifications, drawings and designs, disclosed in writing, on disc, orally or by inspection of documents or pursuant to discussions between the parties), where the information is identified as confidential at the time of disclosure or which ought reasonably to be considered confidential given the nature of the information or the circumstances of disclosure.

Consumables: other items which may be charged to the Customer on a usage basis, including the text communication services or data usage services.

Customer: means the customer identified in the Commercial Terms and/or during the download process.

Customer Data: the data (including personal data) inputted or generated by, or on behalf of, the Customer using the Software in the course of using the Software and Services.

Data Hosting: the hosting services and access to hosted database software that Paritor provides to the Customer in respect of the Customer Data and the Licensed Users' use of the Software.

Data Protection Legislation: means all applicable data protection and privacy legislation as amended, re-enacted, replaced or superseded from time to time, including the General Data Protection Regulation (EU) 2016/679, the Privacy and Electronic Communications Directive 2002/58/EC as amended, all applicable national implementing legislation including the Data Protection Act 2018 and the Privacy and Electronic Communications Regulations 2003 as amended, and any amendments and replacement legislation, binding decisions and guidance;

"**processor**", " **controller**", "**data subject**", "**personal data**", "**personal data breach**", "**processing**" and "**appropriate technical and organisational measures**" shall have the meanings set out in the Data Protection Legislation.

Documentation: the documents made available to the Customer via the system, including the online user manual and training materials.

Effective Date: the date the Agreement is to commence as set out on the Commercial Terms, or upon download of the Software, whichever is earlier.

Fees: the Set-Up Fees, Subscription Fees, Transaction Fees, and, if applicable, any Additional Services Fees.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and related rights, trade marks and service marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, including all applications for (and rights to apply for and be granted), renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world.

Licensed Users: staff (including teachers), agents, independent contractors, students (and parents/legal guardians of such students) of the Customer who are authorised by the Customer, as a concurrent licensed user, to use the Software and Services as part of the Customer's internal business purposes.

Maintenance Release: a release of the Software which corrects faults, adds functionality or otherwise amends or upgrades the Software, but which does not constitute a New Version.

Minimum Operating System Requirements: means the minimum operating system requirements to be maintained by the Customer in order to operate and use the Software and Services as set out at https://paritor.com/system-requirements/ and as updated from time to time.

New Version: any new version of the Software which from time to time is publicly marketed and offered for purchase by Paritor in the course of its normal business, being a version which contains such significant differences from the previous versions as to be generally accepted in the marketplace as constituting a new product.

Paritor: Paritor Limited, a company incorporated in England and Wales (with company number 11026754) (whose registered office is 19 Knowle Village, Knowle, Budleigh Salterton, England, EX9 6AL).

Services: means the subscription and support services, Data Hosting, and, if applicable.

Set-Up Fees: the fees payable upfront for initial integration of the Software as set out in the Commercial Terms (if applicable).

Software: the computer program(s) and/or App described in the Commercial Terms or Maintenance Releases as further described in the Specification.

Specification: the document detailing the specification of the Software as set out on the Paritor website.

Statement of Work: a statement of work for Additional Services as agreed by the parties in accordance with clause 5.

Subscription Fees: the fees payable in respect of the Services as set out in the Commercial Terms, subject always to any variation in accordance with clause 14.12.

Support Services Policy: Paritor's policy for providing support in relation to the Services as made available at https://paritor.com/terms-conditions/ or such other website address as may be notified to the Customer from time to time.

Term: means the term of this Agreement as set out in clause 21.1.

Third Party Providers: means third party entities listed in the Commercial Terms or as otherwise notified by Paritor to the Customer to whom Paritor sub-contracts its obligations.

Transaction Fees: the fees collected by the relevant Third Party Provider of payment processing services on our behalf in respect of each transaction using the Services and payable to them by us. The fees are as set out in the Commercial Terms, subject always to any variation in accordance with clause 14.12.

Year: means each period of twelve (12) months following the Effective Date and each anniversary thereof.

1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement.

1.3 Unless the context otherwise requires:

1.3.1 words in the singular shall include the plural and in the plural shall include the singular;

1.3.2 a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;

1.3.3 a reference to one gender shall include a reference to the other genders; and

1.3.4 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.

1.4 In the case of conflict or ambiguity between any provision contained in these terms and conditions and the Commercial Terms, the Commercial Terms shall take precedence.

1.5 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns.

1.6 The Commercial Terms form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Commercial Terms.

2 ACCEPTANCE OF THESE TERMS

2.1 By clicking accept during the Software download process or signing the Commercial Terms document (as applicable), the Customer agrees that these terms and conditions govern the Customer's use of the Software and governs the provision of the Services to the Customer.

2.2 Paritor may make changes to these terms for valid reasons and will notify you, your continued use of the Service after the changes have been made will constitute your acceptance of said changes.

3 DELIVERY

Paritor shall make available for download, one copy of the Software in object code form.

4 LICENCE OF SOFTWARE

In consideration of the Fees paid to, or collected by, Paritor in accordance with clause 14 and subject to the restrictions set out in clause 6 and the other terms and conditions of this Agreement, Paritor hereby grants to the Customer a non-exclusive, non-transferable revocable licence, without the right to grant sublicences, to use the Software and permit the Licensed Users to use the Software and the right to use the Services in each case during the Term solely for the Customer's internal business operations.

5 ADDITIONAL SERVICES

5.1 The parties may agree that Paritor is to provide Additional Services by documenting such Additional Services and the Additional Services Fees in a separate Statement of Work.

5.2 The Customer may require Paritor to provide Additional Services by giving notice in writing to the Paritor. Paritor acknowledges that the Customer is not obliged to take any Additional Services.

5.3 In response to the Customer's request in accordance with clause 5.2, Paritor shall prepare a draft Statement of Work setting out the scope, nature and extent of the Additional Services together with the Additional Services Fees for such Additional Services and, if applicable, any agreed variation to the terms of the Agreement.

5.4 If, following receipt of Paritor's draft Statement of

Work pursuant to clause 5.3, the Customer wishes to proceed with its requirement for the Additional Services, the parties shall each sign and date the Statement of Work and the Statement of Work shall be incorporated into this Agreement and Paritor shall implement the relevant Additional Services in consideration for the payment of the relevant Additional Services Fees by the Customer in accordance with the Statement of Work.

6 CONSUMABLES

6.1 Paritor shall on-charge Consumables used by the Customer in accordance with clause 14.7. The Customer's usage of these Consumables shall be at its own risk.

7 RESTRICTIONS

7.1 The Customer shall not (and shall procure that its Licensed Users shall not):

7.1.1 exceed the maximum number of concurrent Licensed Users as stated in the Commercial Terms or as otherwise increased in accordance with clause 14.4;

7.1.2 allow the use of the Software by, or for the benefit of, any person other than the Customer and its Licensed Users;

7.1.3 access all or any part of the Software in order to build a product or service which competes with the Software;

7.1.4 copy (other than to the extent permitted under clause 7.2), modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software in any form or media or by any means;

7.1.5 reverse engineer, disassemble, decompile, translate or modify the Software or any part of the Software (or attempt to do any of the foregoing) without the prior permission in writing from Paritor. All information required to achieve interoperability of the Software with other software programs in accordance with Section 50B of the Copyright Designs and Patents Act 1988, as amended, is available from Paritor; or

7.1.6 store, distribute or transmit any viruses, or any material during the course of its use of the Software and/or Services that:

7.1.6.1 is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;

7.1.6.2 facilitates illegal activity;

7.1.6.3 depicts sexually explicit images;

7.1.6.4 promotes unlawful violence;

7.1.6.5 is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or

7.1.6.6 in a manner that is otherwise illegal or causes damage or injury to any person or property.

7.2 The Customer may make backup copies of the Software as may be necessary for its lawful use. The Customer shall record the number and location of all copies of the Software and take steps to prevent unauthorised copying.

7.3 The Customer shall:

7.3.1 notify Paritor as soon as it becomes aware of any unauthorised use of the Software and/or Services (as applicable) by any person;

7.3.2 without prejudice to Paritor's other rights and remedies. pay, for broadening the scope of the licences granted under this Agreement, to cover the unauthorised use, an amount equal to the fees which Paritor would have levied (in accordance with its normal commercial terms then-current) had it licensed any such unauthorised use on the date when such use commenced together with interest at the rate provided for in clause 14.9.2, from such date to the date of payment.

7.4 The Customer shall permit Paritor to inspect and have access to any premises (and to the computer equipment located there) at or on which the Software is being kept or used, and have access to any records kept in connection with this Agreement, for the purposes of ensuring that the Customer is complying with the terms of this Agreement (namely this clause 6), provided that Paritor provides reasonable advance notice to the Customer of such inspections, which shall take place at reasonable times.

8 SUPPORT SERVICES

8.1 In consideration of the continued payment of the relevant Fees, Paritor shall provide the Customer with Paritor's standard support services in accordance with the Support Services Policy for the duration of the Term.

8.2 During the Term, Paritor will provide the Customer with all Maintenance Releases and New Versions generally made available to its customers. Paritor warrants that no Maintenance Release or New Version will adversely affect the then existing facilities or functions of the Software. The Customer shall install all Maintenance Releases and New Version as soon as reasonably practicable after receipt.

8.3 The Customer acknowledges and agrees that the support shall not be provided in respect of any issue or incident where the Customer has not installed the latest Maintenance Release of New Version.

8.4 The Customer acknowledges and agrees that Paritor shall only provide support in respect of the then-current version of the Software.

8.5 Paritor may amend the Support Services Policy in its sole and absolute discretion from time to time.

9 DATA HOSTING

9.1 In consideration of the continued payment of the relevant Fee, Paritor shall provide Data Hosting in accordance with the Support Services Policy for the duration of the Term.

10 THIRD PARTY PROVIDERS

10.1 Where Third Party Providers are used for Data Hosting, as listed in the Commercial Terms, the Customer acknowledges that Paritor makes no representation or warranty in respect of Third Party Providers' software and/or services and, that these are provided subject to, and with the benefit of, the terms of such Third Party Providers. Paritor shall contract with such Third Party Providers for such services and the Customer agrees that Paritor will not be liable to the Customer for any loss, damage, claim or liability howsoever arising from or related to Third Party Providers software and/or services beyond that which can be claimed by Paritor under the terms of the contract with such Third Party Providers. The Support Services Policy will not apply to the extent that any failure is caused by any failure or delay in the Third Party Providers' software and/or services.

10.2 Third Party Providers are used to provide payment processing services. The Customer is required to accept such Third Party Provider's terms and conditions.

10.3 The Customer shall indemnify and hold Paritor harmless against any loss or damage which it may suffer or incur as a result of any breach of such Third Party Providers' terms and conditions caused by the Customer.

10.4 Paritor reserves the right, without liability to the Customer, to disable or suspend the Customer's or any Licensed User's access to any Services under this Agreement including services provided by Third Party Providers for material breach of any of the terms of this Agreement that has, or that Paritor can demonstrate is reasonably likely to have, a material adverse effect on the Software and/or Services and their use by other customers and users, in addition to any other rights Paritor has in law or equity.

11 ACCESS AND INTEGRATION VIA EXTERNAL APPLICATIONS

11.1 The Software and Services may be accessed through, and/or integrate with, separate social media applications, payment gateways and/or other software platforms. The Customer acknowledges and agrees that separate terms and conditions shall apply to the use of such social media applications, payment gateways and/or other software platforms.

11.2 In order to use the Software, users will be required to register and log-in via a platform known as Schooble. Separate terms and conditions will apply to the use of this platform. The Customer acknowledges and agrees that this Agreement does not govern the Schooble platform. Paritor shall not be liable for any failure in the Services to the extent such failure is attributable to the Schooble platform.

12 PARITOR'S OBLIGATIONS

12.1 Paritor undertakes that the Services will be performed substantially in accordance with reasonable skill and care.

12.2 The undertaking at clause 12.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to Paritor's instructions, or modification or alteration of the Services by any party other than Paritor or Paritor's duly authorised contractors or agents. If the Services do not conform with the foregoing undertaking, Paritor 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 12.1. Notwithstanding the foregoing, Paritor:

12.2.1 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; and

12.2.2 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 and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

12.3 Paritor warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this Agreement.

13 CUSTOMER'S OBLIGATIONS

13.1 The Customer warrants, represents and undertakes that it shall, and shall procure that its Licensed Users shall:

13.1.1 provide Paritor with all necessary co-operation in relation to this Agreement and all necessary access to such relevant information as may be required by Paritor, in order for Paritor to provide the Software and Services;

13.1.2 keep secure passwords for the use of the Services, maintain the confidentiality of such passwords and ensure that such passwords are changed regularly;

13.1.3 comply with all applicable laws and regulations with respect to its activities under this Agreement (including, without limitation, in relation to its use of the Software and the Services);

13.1.4 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, Paritor may adjust any agreed timetable or delivery schedule as reasonably necessary;

13.1.5 ensure that the Customer's Licensed Users use the Software and Services in accordance with the terms and conditions of this Agreement and it shall be responsible for any Licensed User's breach of this Agreement as if such breach was its own;

13.1.6 obtain and shall maintain all necessary licences and permissions to ensure its use of the Software and the Services (including, without limitation, the Customer Data) is in accordance with all applicable laws including, without limitation, the Data Protection Legislation;

13.1.7 notify Paritor of any change in the control or management of the Customer;

13.1.8 ensure that its network and systems comply with the relevant specifications provided by Paritor from time to time; and

13.1.9 be solely responsible for procuring and maintaining its network connections and telecommunications links, 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.

14 FEES

14.1 The Customer shall pay the Set-Up Fees (if applicable) on the Effective Date.

14.2 Paritor shall invoice the Customer annually or monthly in advance for the Subscription Fees, or the Customer may pay monthly by direct debit (depending on the option selected by the Customer in the Commercial Terms).

14.3 The Customer may increase the number of permitted Licensed Users by agreement with Paritor, in which case Paritor shall invoice the Customer (or the Customer may pay by direct debit) in respect of each Licence for each calendar month in which the Licence is activated (a full calendar month of use shall be payable for the month in which a Licence is activated or deactivated regardless of the date of such activation or deactivation).

14.4 The Additional Services Fees shall be invoiced by Paritor in accordance with the terms of the applicable Statement of Work.

14.5 The Customer may increase the number of permitted concurrent Licensed Users by agreement with Paritor, in which case Paritor shall increase the Subscription Fee.

14.6 The Additional Services Fees shall be invoiced by Paritor in accordance with the terms of the applicable Statement of Work.

14.7 Paritor shall charge the Customer for any Consumables on a usage basis monthly in advance or, where this is not possible (or the parties otherwise agree), Paritor shall invoice the Customer for any Consumables used monthly in arrears. The charges for Consumables shall be as notified to the Customer (and may vary in accordance with the volume of usage).

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

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

14.9.1 Paritor may, without liability to the Customer, disable the Customer's password, account and access to all or part of the Services and Paritor shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and

14.9.2 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 Barclays Bank plc. from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.

14.10 Paritor collects Transaction Fees in respect of each payment collected via the Services. The Third Party Provider collects such Transaction Fees on behalf of Paritor and pays them to Paritor.

14.11 All amounts and fees stated or referred to in this Agreement are exclusive of value added tax, which shall be added to Paritor's invoice(s) at the appropriate rate.

14.12 Paritor shall be entitled to increase the Subscription Fees, and Transaction Fees at the start of the second and each subsequent Year upon at least 60 days' prior notice to the Customer and the Commercial Terms shall be deemed to have been amended accordingly provided that such increase shall not exceed the greater of 4% or a percentage equal to the percentage increase in the Retail Price Index (as maintained by the Office of National Statistics) or any index that replaces it during the previous 12 months.

14.13 Paritor shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom Paritor engages in connection with the Services including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by Paritor for the performance of the Services, and for the cost of any materials.

15 DATA COLLECTION

15.1 **Technical Data.** By using the Software or any of the Services, the Customer agrees to Paritor collecting and using technical information about

how the Services are used and/or the devices the Software or App is used on and related software, hardware and peripherals to improve Paritor's products and to provide any Services to the Customer.

15.2 **Location Data.** Certain Services may make use of location data sent from the devices used by the Customer. The Customer can turn off this functionality at any time by turning off the location services settings for the App on the device. If the Customer uses these Services, the Customer consents to Paritor and its affiliates' and licensees' transmission, collection, retention, maintenance, processing and use of location data and queries to provide and improve location-based and road traffic-based products and services.

16 CUSTOMER DATA AND DATA PROTECTION

16.1 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 the Customer Data.

16.2 Paritor shall follow its archiving procedures for Customer Data. In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy shall be for Paritor to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest backup of such Customer Data maintained by Paritor. Paritor 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 Paritor to perform services related to Customer Data maintenance and backup).

16.3 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 16 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation. The Customer shall indemnify, defend and hold Paritor harmless against all claims, demands, costs (including legal costs), expenses and liabilities of whatsoever nature arising from any claim of the Customer's alleged or actual failure to comply with any of its obligations under clause 16.3.

16.4 The parties acknowledge and agree that for the purposes of the Data Protection Legislation, the Customer is the controller and Paritor is the processor.

16.5 The Customer shall ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to Paritor for the duration and purposes of this Agreement.

16.6 Paritor shall, in relation to any personal data processed in connection with the performance of Paritor of its obligations under this Agreement:

16.6.1 process personal data only on the documented written instructions of the Customer unless Paritor is required by applicable laws to otherwise process that Personal Data. Where Paritor is relying on applicable laws as the basis for processing personal data, Paritor shall promptly notify the Customer of this before performing the processing required by the applicable laws unless those applicable laws prohibit Paritor from so notifying the Customer;

16.6.2 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);

16.6.3 ensure that all personnel who have access to and/or process the personal data are obliged to keep the personal data confidential;

16.6.4 not transfer any personal data outside of the European Economic Area unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:

(i) the Customer or Paritor has provided appropriate safeguards in relation to the transfer;

(ii) the data subject has enforceable rights and effective legal remedies;

(iii) Paritor 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) Paritor complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the personal data;

16.6.5 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;

16.6.6 notify the Customer without undue delay on becoming aware of a personal data breach;

16.6.7 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

16.6.8 maintain complete and accurate records and information to demonstrate its compliance with this clause 16 and allow for audits by the Customer or the Customer's designated auditor and immediately inform the Customer if, in the opinion of Paritor, an instruction infringes the Data Protection Legislation.

16.7 The Customer consents to Paritor appointing Third Party Providers as a third-party processors of personal data under this Agreement. Paritor confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement incorporating terms which are substantially similar to those set out in this clause 16 and in either case which Paritor confirms reflect and will continue to reflect the requirements of the Data Protection Legislation. As between the Customer and Paritor, Paritor shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 16.

17 CONFIDENTIALITY

17.1 Each party may have access to Confidential Information of the other party under this Agreement. A party's Confidential Information shall not include information that:

17.1.1 is or becomes publicly known through no act or omission of the receiving party;

17.1.2 was in the other party's lawful possession prior to the disclosure;

17.1.3 is lawfully disclosed to the receiving party by a third party without restriction on disclosure; and/or

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

17.2 A party may disclose Confidential Information which is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body, provided that the party subject to such requirement to disclose gives the other prompt written notice of the requirement, to the extent it is permitted to do so by law.

17.3 Each party shall hold the other's Confidential Information in confidence and, unless required by law, 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.

17.4 Each party agrees to 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.

17.5 This clause 17 (Confidentiality) shall survive termination of this Agreement for any reason.

18 SOFTWARE WARRANTY

18.1 Paritor warrants that, when properly used in accordance with the Minimum Operating System Requirements, the Software will conform in all material respects to the Specification for a period of 90 days from the Effective Date (**Warranty Period**). If, within the Warranty Period, the Customer notifies Paritor in writing of any defect or fault in the Software in consequence of which it fails to conform in all material respects to the Specification, and such defect or fault does not result from the Customer, or anyone acting with the authority of the Customer, having amended the Software or used it outside the terms of this licence for a purpose or in a context other than the purpose or context for which it was designed or in combination with any other software not provided by Paritor, or it has not been loaded onto configured equipment and in accordance with the Minimum Operating System Requirements, Paritor shall, at the Paritor's option, do one of the following:

18.1.1 repair the Software;

18.1.2 replace the Software; or

18.1.3 terminate this licence immediately by notice in writing to the Customer and refund any of the Fee paid by the Customer as at the date of termination (less a reasonable sum in respect of the Customer's use of the Software to the date of termination) on return of the Software and all copies thereof,

provided the Customer provides all the information that may be necessary to assist Paritor in resolving the defect or fault, including a documented example of any defect or fault, or sufficient information to enable Paritor to re-create the defect or fault.

18.2 Paritor does not warrant that the use of the Software will be uninterrupted or error-free.

18.3 The Customer accepts responsibility for the selection of the Software to achieve its intended results and acknowledges that the Software has not been developed to meet the individual requirements of the Customer.

18.4 All other conditions, warranties or other terms which might have effect between the parties or be implied or incorporated into this licence or any collateral contract, whether by statute, common law or otherwise, are hereby excluded, including the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose or the use of reasonable skill and care.

19 LIMITATION OF LIABILITY

19.1 Subject to cause 19.4, Paritor shall not in any circumstances have any liability for any losses or damages which may be suffered by the Customer (or any person claiming under or through the

Customer) in contract, tort (including negligence), breach of statutory duty or otherwise howsoever, which fall within any of the following categories:

19.1.1 any indirect or consequential losses (which includes any loss that could not have been reasonably expected by the Customer and Paritor at the time of entering into the Agreement);

19.1.2 loss of profits;

19.1.3 loss of anticipated savings;

19.1.4 loss of contracts or business;

19.1.5 loss of goodwill or reputation; or

19.1.6 loss or corruption of data.

19.2 Subject to cause 19.4, the total aggregate liability of Paritor, whether in contract, tort (including negligence) or otherwise and in connection with this Agreement, shall in no circumstances exceed the greater of (a) £5,000 or (b) the Fees paid during the 12 month period preceding the events giving rise to the claim.

19.3 The Customer agrees that, in entering into this Agreement, either it did not rely on any representations (whether written or oral) of any kind or of any person other than those expressly set out in this Agreement or (if it did rely on any representations, whether written or oral, not expressly set out in this Agreement) that it shall have no remedy in respect of such representations and (in either case) Paritor shall have no liability in any circumstances otherwise than in accordance with the express terms of this Agreement.

19.4 The exclusions in clauses 18.4, 19.1 and 19.2 shall apply to the fullest extent permissible at law, but Paritor does not exclude liability for:

19.4.1 death or personal injury caused by the negligence of Paritor, its officers, employees, contractors or agents;

19.4.2 fraud or fraudulent misrepresentation;

19.4.3 breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or

19.4.4 any other liability which may not be excluded by law.

19.5 All dates supplied by Paritor for the delivery of the Software or the provision of support (as applicable) shall be treated as approximate only. Paritor shall not in any circumstances be liable for any loss or damage arising from any delay in delivery beyond such approximate dates.

19.6 Except as expressly and specifically provided in this Agreement, the Services are provided to the Customer on an "as is" basis and the Customer assumes sole responsibility for results obtained from the use of the Services and the Documentation by the Customer, and for conclusions drawn from such use. Paritor shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Paritor by the Customer in connection with the Services, or any actions taken by Paritor at the Customer's direction.

19.7 **Backup content:** it is recommended that the Customer backs up any content and data used in connection with the Software, to protect in case of problems with the Software or Services.

19.8 **Suitability**: the Software and Services have not been developed to meet customers' individual requirements. The Customer is advised to check that the facilities and functions of the Software and the Services (as described during the download process or in the Commercial Terms) meet the Customer's requirements.

20 INTELLECTUAL PROPERTY RIGHTS

20.1 The Customer acknowledges that all Intellectual Property Rights in the Software and Services belong and shall belong to Paritor or the relevant third-party owners (as the case may be), and the Customer shall have no rights in or to the Software and Services other than the right to use it in accordance with the terms of this Agreement.

20.2 Save to the extent a Claim arises due to the Customer's breach of this Agreement, negligence or wilful default and subject to clause 20.3, Paritor undertakes at its own expense to defend the Customer or, at its option, settle any claim or action brought against the Customer alleging that the possession or use of the Software (or any part thereof) in accordance with the terms of this Agreement infringes the UK Intellectual Property Rights of a third party (**Claim**) and shall be responsible for any reasonable losses, damages, costs (including legal fees) and expenses incurred by or awarded against the Customer as a result of or in connection with any such Claim.

20.3 Clause 20.2 shall not apply where the Claim in question is attributable to use of a non-current release of the Software.

20.4 If any third party makes a Claim, or notifies an intention to make a Claim against the Customer, Paritor's obligations under clause 20.2 are conditional on the Customer:

20.4.1 as soon as reasonably practicable, giving written notice of the Claim to Paritor, specifying the nature of the Claim in reasonable detail;

20.4.2 not making any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of Paritor (such consent not to be unreasonably conditioned, withheld or delayed);

20.4.3 giving Paritor and its professional advisers access at reasonable times (on reasonable prior notice) to its premises and its officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within the power or control of the Customer, so as to enable Paritor and its

professional advisers to examine them and to take copies (at Paritor's expense) for the purpose of assessing the Claim; and

20.4.4 subject to Paritor providing security to the Customer to the Customer's reasonable satisfaction against any claim, liability, costs, expenses, damages or losses which may be incurred, taking such action as Paritor may reasonably request to avoid, dispute, compromise or defend the Claim.

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

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

20.5.2 modify the Services or the Software so that they cease to be infringing;

20.5.3 replace the Software with non-infringing software; or

20.5.4 terminate this Agreement immediately by notice in writing to the Customer and refund any of the Fees paid by the Customer as at the date of termination (less a reasonable sum in respect of the Customer's use of the Software to the date of termination) on return of the Software and all copies thereof,

provided that if Paritor modifies or replaces the Software, the modified or replacement Software must comply with the warranty contained in clause 18 and the Customer shall have the same rights in respect thereof as it would have had under those clauses had the references to the date of this Agreement been references to the date on which such modification or replacement was made.

21 DURATION AND TERMINATION

21.1 This Agreement shall commence on the Effective Date and, subject always to earlier termination in accordance with clause 18.1.3, 20.5.4, 21.2 or 32.1, shall continue for an initial period of:

21.1.1 thirty (30) days (**Initial Period**) for non-annual customers and thereafter this Agreement shall be automatically renewed for successive periods of thirty (30) days (each a **Renewal Period**) unless either party notifies the other party of termination, in writing, at least thirty (30) days before the end of the Initial Period or any Renewal Period, in which case this Agreement shall terminate upon the expiry of the applicable Initial Period or Renewal Period (as the case may be); or

21.1.2 ninety (90) days (**Initial Period**) for annual (Premium) customers and thereafter this Agreement shall be automatically renewed for successive periods of one year (each a **Renewal Period**) unless either party notifies the other party of termination, in writing, at least ninety (90) days before the end of the Initial Period or any Renewal Period, in which case this Agreement shall terminate upon the expiry of the applicable Initial Period or Renewal Period (as the case may be)

21.2 Without affecting any other right or remedy available to it, either party may terminate this Agreement or an element of the Services with immediate effect by giving written notice to the other party if:

21.2.1 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 30 days after being notified in writing to make such payment;

21.2.2 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 30 days after being notified in writing to do so;

21.2.3 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;

21.2.4 the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors 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;

21.2.5 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;

21.2.6 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;

21.2.7 the holder of a qualifying floating charge over the assets of that other party has

become entitled to appoint or has appointed an administrative receiver;

21.2.8 a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;

21.2.9 a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;

21.2.10 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 21.2.3 to clause 21.2.9 (inclusive); or

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

21.3 On termination of this Agreement for any reason:

21.3.1 all right to use the Services shall immediately terminate;

21.3.2 the Customer shall promptly pay to Paritor any sums due to Paritor under this Agreement;

21.3.3 Paritor may destroy or otherwise dispose of any of the Customer Data or the Customer's Confidential Information in its possession unless Paritor receives, no later than thirty days after the effective date of the termination of this Agreement, a written request for the access of the most recent back-up of the Customer Data and/or Confidential Information. 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), Paritor shall, in its sole discretion, permit the Customer access to its most recent back-up. The Customer shall pay all additional fees incurred by Paritor in providing such access to the Customer Data and/or Confidential Information, such fee to be agreed with the Customer; and

21.3.4 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; and

21.3.5 any provision of this Agreement which expressly or by implication is intended to come into or continue in force on or after termination of this Agreement including clauses 1, 4, 6, 17, 18 (except clause 18.1), clause 19, 21.3, 21.4, 22, 23, 24, 25, 26, 28, 29, 30, 31 and 34 shall remain in full force and effect

21.4 On termination pursuant to clause 21.2 only:

21.4.1 all rights granted to the Customer under the licence at clause 4 shall cease;

21.4.2 the Customer shall cease all activities authorised by the licence; and

21.4.3 the Customer shall immediately destroy or return to Paritor (at Paritor's option) all copies of the Software then in its possession, custody or control and, in the case of destruction, certify to Paritor that it has done so.

22 NON-SOLICITATION

The Customer shall not, during the term of this Agreement and for a period of twelve months from termination, whether directly or indirectly, solicit any executive or member of staff of Paritor with a view to offering them employment. The foregoing shall not prevent the Customer from employing any such individual who responds to the general employment advertisements of the Customer.

23 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.

24 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.

25 ENTIRE AGREEMENT

25.1 This Agreement and the documents referred to herein contain the whole agreement between the parties relating to the subject matter hereof and supersede all prior agreements, arrangements and understandings between the parties relating to that subject matter.

25.2 Each party acknowledges that, in entering into this Agreement and the documents referred to in it, it does not rely on any statement, representation, assurance or warranty (whether it was made negligently or innocently) of any person (whether a party to this Agreement or not) (**Representation**) other than as expressly set out in this Agreement or those documents.

25.3 Each party agrees that the only rights and remedies available to it arising out of or in connection with a Representation shall be for breach of contract.

25.4 Nothing in this clause shall limit or exclude any liability for fraud.

26 ASSIGNMENT

26.1 Paritor may at any time sub-license, assign, novate, charge or deal in any other manner with any or all of its rights and obligations under this Agreement, provided it gives written notice to the Customer.

26.2 The Customer shall not sub-license, assign or deal in any other manner with any or all of its rights and obligations under this Agreement without the prior written consent of Paritor, such consent not to be unreasonably withheld or delayed.

27 VARIATION

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

28 SEVERANCE

28.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

28.2 If any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

29 COUNTERPARTS

Where this Agreement is entered into by signing the Commercial Terms, it may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute one agreement.

30 THIRD-PARTY RIGHTS

A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement, but this does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

31 NO PARTNERSHIP OR AGENCY

Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

32 FORCE MAJEURE

32.1 Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control including but not limited to any of the following: acts of God, including but not limited to fire, flood, earthquake, windstorm or other natural disaster; fire, explosion or accidental damage; adverse weather conditions; epidemics or pandemics; non-performance by suppliers or subcontractors (other than by companies in the same group as the party seeking to rely on this clause); strikes, lockouts and industrial action; interruption or failure in communications networks and facilities, (including the internet) and interruption or failure of utility service, including but not limited to electric power, gas or water; mandatory compliance with any law (including a failure to grant any licence or consent needed or any change in the law or interpretation of the law).

32.2 In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for three months, the party not affected may terminate this Agreement by giving 14 days' written notice to the affected party.

33 NOTICES

33.1 Any notice given to a party under or in connection with this contract shall be in writing and shall be 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 by email to the email addresses specified in the Commercial Terms shall be deemed to have been received:

33.1.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;

33.1.2 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 or at the time recorded by the delivery service; or

33.1.3 if emailed, at 9.00am on the next Business Day.

33.2 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

34 GOVERNING LAW AND JURISDICTION

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

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