

SPEND NETWORK PLATFORM AND DATA SERVICE LICENCE ORDER FORM

Licensee's name and address	Ticon UK Ltd. t/a Spend Network (registered in England and Wales under company number 04962733) of 32 Eyre Street, Sheffield, S1 4QZ.
Licensee's representative name and email	[Insert]
Commencement Date	[Insert]
Licence Period	[Insert] months from the Commencement Date
Rate for ad-hoc works	<p>Spend Network service rates for work commissioned:</p> <p>Developer rate: £1000 (+VAT) per day</p> <p>Analyst rate: £800 (+VAT) per day</p>
Licensed Rights	<p>Licensee's use:</p> <p>The right to access the Licensed Content on the Spend Network Platform via the Spend Network Platform's API for use solely by the Licensee's organisation in the Licensed Territory during the Licence Period for the purposes of developing business strategies, pricing, marketing and planning.</p> <p>Distribution right:</p> <p>Licensee is authorised to process, republish, store, reproduce, redistribute and provide access to the Licensed Content, solely via the Licensee Platform, to Registered Licensee Platform Users who are permitted to download, print and store Licensed Content on a per notice basis.</p> <p>The Licensee may distribute or make available the Licensed Content to Registered Licensee Platform Users solely via the Licensee Platform on the Licensee's standard terms and conditions.</p> <p>Without prejudice to any other provisions of the Spend Network Platform and Data Licence Terms and Conditions, the Licensee shall not use the Licensed Content for the purpose of creating any product or service similar to, either in whole or in part, to the Service. This includes but is not limited to:</p> <ul style="list-style-type: none"> - the provision of programmatic and automatic access (e.g. by API) to Registered Licensee Platform Users external to the Licensee's organisation,

	<ul style="list-style-type: none"> - the provision of access to the licensed content through URLs not expressly stated in this order form, save with the written permission from Spend Network, - cause, through intent or negligence, a Registered Licensee Platform User to create a product or service similar to, either in whole or in part, to the Service, whether for use internal to that Registered Licensee Platform User's organisation or any and all external use
Licensee Platform	The Licensee's online information service offered under the Licensee's brand [●] offered by the Licensee via [indicate domain] as currently used by and offered to the Licensee's registered subscribers or customers generally ("Registered Licensee Platform Users").
Licensed Territory	[Insert]
Licensed Content	[Insert]
Licence Fee	[Insert]
Payment Terms	On the first working week of each calendar month, the Licensor, Spend Network, will issue an invoice to the Licensee for the monthly total listed in the Licence Fee above. The Licensee will pay this invoice within 30 days of receipt.
Programmatic access to the platform	The Licensee may use the Service and access and obtain Licensed Content from the Service through programmatic and automatic means (e.g. via API) for the sole purpose of providing services to Registered Licensee Platform Users on [indicate domain] in accordance with the Licensed Rights set out above.
Specific categories of content for Licensee's public use/inclusion in external communications	The Licensee shall be entitled to use the following categories of Licensed Content in its own public communications in order to market and promote the Licensee Platform: openly published tender notices and contract notices, for UK and Ireland.
Source acknowledgement	The Licensee shall be entitled to use the specific categories of content referred to in the section immediately above in external communications, for marketing purposes, without

	acknowledgement that the source of the information is Spend Network.
Data storage	The Licensee shall be entitled to store Licensed Content locally on its servers located at [Location]
Publicity	Spend Network may display the Licensee's logo in its promotional materials with the Licensee's prior written consent. Any such consent for such use shall take the form of a limited personal, revocable, non-exclusive, non-assignable licence to use the Licensee's logo.

This Order Form relates to a licence for the use of the Spend Network API Service operated by Ticon UK Limited (t/a Spend Network).

This Order Form together with the attached Spend Network Platform and Data Licence Terms and Conditions shall, when executed form a contract between the Licensee whose details are set out above and Ticon UK Limited.

Signed by the parties:

Ticon UK Limited Limited (t/a Spend Network)

Licensee name: [Insert]

Date:

Date:

Spend Network API SERVICE AND DATA LICENCE TERMS & CONDITIONS

These Terms and Conditions and Schedules apply to the Spend Network API Service. These Terms and Conditions, together with the Spend Network Order Form (the “**Order Form**”), form an agreement between **TICON UK LIMITED (T/A Spend Network)** a company registered in England and Wales with company number 04962733 and having its registered office at Raincloud, Vincent Square, London, England, SW1P 2PD (“**Spend Network**”) and the Licensee whose details are set out in the Order Form (“**Licensee**”).

INTRODUCTION

Spend Network operates a service providing access through an application programming interface (API) to data, content and analysis, selected, aggregated, curated, edited, created and processed by Spend Network and operated under the trademark “Spend Network” (the “**Spend Network Platform**”) which provides licensees with access to data, content and analysis relating to public organisations procurement and spending around the world (the “**Service**”).

The Licensee wishes to subscribe for the **Service** and Spend Network agrees to provide the Service and license the use of the Licensed Content (as defined below), subject to these Terms and Conditions, Schedules, and the terms set out in the Order Form.

THE PARTIES AGREE AS FOLLOWS:

1. Definitions

In these Terms and Conditions and in the Order Form, unless the context requires otherwise, the following terms shall have the meaning assigned to them below:

Account Credentials: user names, API keys, passwords, and other log-in credentials provided to the Licensee and to Authorised Users for the purpose of accessing, extracting, and processing Licensed Content from the Spend Network Platform.

Affiliate: means a legal person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the specified party and “Control” shall have the meaning given in section 1124 of the Corporation Tax Act 2010.

Agreement: together these Terms and Conditions, the Order Form, and the SLA.

Authorised Users: Employees and contractors of the Licensee, the Licensee’s Group or the Licensee’s Affiliates who are authorised by the Licensee to access the Spend Network Platform in accordance with the Agreement.

Business Day: means any day other than Saturday, Sunday, Christmas Day, Good Friday, or a statutory bank holiday in England and Wales;

Commencement Date: the date of the commencement of the Licence as indicated in the Order Form.

Licensee Platform: a platform developed by the Licensee into which Licensed Content shall be ingested, processed and used to provide a service to Registered Licensee Platform users. The platform is located at the location referenced in the Order Form.

Inappropriate Content: unlawful, defamatory, offensive, misleading, obscene, discriminatory or racist content, content which is otherwise contrary to generally acceptable ethical or moral standards in the United Kingdom or in the United States of America or contrary to any applicable advertising code or industry code or otherwise objectionable and any materials or content that infringes third party rights (including any third party IPRs) or which is disclosed or disseminated in breach of any duty (including confidentiality duties) to third parties, or which is otherwise likely to give rise to third party liability.

Intellectual Property Rights or IPRs: any and all intellectual and industrial property rights including patents, trade marks, designs, design rights, copyrights and neighbouring rights, database rights, rights in know-how, trade

secrets and confidential information, trading names, internet domain names, email addresses, names of account and user names on digital services or social media services, and other signs and indications of origin, in each case whether registered or not and including pending applications and the right to apply for any of the foregoing and other industrial and intellectual property rights of the same or similar effect anywhere in the world.

Licence: shall have the meaning set out in clause 7.

Licensed Content: shall have the meaning set out in the Order Form.

Licensed Rights: shall have the meaning set out in the Order Form.

Licensed Territory: the territory specified in the Order Form.

Licensed Fee: the fees payable for the Licence Term in respect of the Licence as indicated in the Order Form.

Licensee's Group: the Licensee, any subsidiary or any holding company from time to time of the Licensee, and any subsidiary from time to time of a holding company of the Licensee.

Licence Term: together the Licence Period indicated in the Order Form and any Renewal Periods.

Normal Working Hours: the period between 09h00 to 18h00 on Monday to Friday on any day that is not a public holiday in England and Wales.

Malicious Code: means viruses, Trojan, software lock, drop-dead device, malicious logic or trap door, worms, time bombs, corrupted files or other computer programming routines that are intended to delete, disable, deactivate, damage, detrimentally interfere with, surreptitiously intercept, monitor or expropriate any systems, data, personal information or property of another.

Registered Licensee Platform Users: third party users of the Licensee platform who will have access to the Licensed Content as made available by Authorised Users.

Spend Network IP: as defined in clause 9.1.

Spend Network Platform Usage Data: any data arising from or relating to the use of the Service by the Licensee and Authorised Users which may be recorded or collated by Spend Network being data obtained from Authorised Users through registration forms, surveys, questionnaires, profile sheets, and other communications with Spend Network, data relating to the frequency and mode of use of the Service, the manner in which the Licensee and Authorised Users set preferences and personalise the Service, the time spent on different elements of the Service and other statistical information that is required by Spend Network to monitor or improve the Spend Network System.

Renewal Period: has the meaning given in clause 2.

Service Level Agreement (or SLA): the service level agreement between Spend Network and Licensee set out in the Schedule to these Terms and Conditions.

Spend Network Brands: the names and trade marks Spend Network, openopps.com and OpenOpps, any logos related to those names or marks or stylised representations of the marks and any other trading names, product names, logos, slogans and other indications of origin, including the trade dress or get up of Spend Network's products and services, adopted or used from time to time by Spend Network or its Affiliates in relation to the Spend Network Platform or otherwise in its business.

Spend Network Platform: the data, products and services developed or provided by Spend Network, including the websites openopps.com, www.spendnetwork.com, OpenOpps Insights dashboards, the data within those dashboards and websites, OpenOpps API and the data accessible within as well as bespoke research commissioned by the Licensee and undertaken by Spend Network staff or bespoke software commissioned by the Licensee and developed by Spend Network staff.

2. Licence and automatic renewals

Subject to the Licensee's compliance with this Agreement, including the full payment of the Licence Fee, the Licensee and the Authorised Users shall be entitled to access the Spend Network Platform during the Licence Term and to use the Licensed Content in accordance with the Licensed Rights.

Where so indicated in the Order Form, Licences may be limited to a defined number of Authorised Users and/or to named Authorised Users.

Where so indicated in the Order Form, a Licence may be limited to an initial trial period. A Licence for a trial period may or may not be subject to payment of Licence Fees. A Licence for a trial period may be limited to some of the features and functionalities of the Spend Network Platform. A Licence for a trial period expires at the end of the trial period.

Unless either party gives written notice to the other party not less than six (6) calendar months prior to the expiry of the Licence Period or a Renewal Period, the Licence shall renew automatically for an additional period of twelve (12) calendar months commencing on the expiry of the Licence Period or prior Renewal Period as appropriate (in each case a "**Renewal Period**").

3. Licensee Responsibilities

The Licensee shall ensure that only Authorised Users have access to the Account Credentials.

The Licensee shall use all reasonable efforts to ensure that Authorised Users use the Spend Network Platform, the Licensed Data and Licensed Content in accordance with this Agreement. The Licensee shall be responsible for any abuse or misuse of the Spend Network Platform or the Licensed Content by its Authorised Users.

4. Credentials and passwords

Account Credentials are personal and must not be shared between Authorised Users, save (where permitted under the Order Form) for accounts used by development teams to gain programmatic access to the data, in which case these accounts may be used by the development team only and may not be shared with other individuals. Account Credentials shall be kept secure and confidential by the Licensee and the Authorised Users. The Licensee shall use reasonable efforts to prevent unauthorised access to the Spend Network Platform.

Only Authorised Users shall have access to their Account Credentials and the Licensee shall ensure that Authorised Users do not permit any other person to have access to or possession of their Account Credentials. In the event any Authorised User's Account Credentials are lost or in the event of any suspected unauthorised access by any person to any Authorised User's Account Credentials, the Licensee must immediately inform Spend Network to allow it to revoke those Account Credentials and issue replacement ones to the Authorised User.

If an Authorised User ceases to be a member of staff of the Licensee's Organisation, the Licensee shall immediately inform Spend Network so that Spend Network shall revoke the Account Credentials for that Authorised User.

In the event that Authorised Users breach these terms and conditions, Spend Network reserves the right to revoke their Account Credentials. In the event of Account Credentials being revoked by Spend Network, Spend Network shall notify the Licensee to ensure that new Account Credentials are established with new Authorised Users.

5. Use of the Service

Spend Network shall provide access to the Service via the Spend Network Platform to the Licensee during the Licensed Term. Subject to the Licensee's compliance with these terms and conditions, the Licensee shall be entitled to use the Service and the Licensed Content in accordance with the Licensed Rights. The use of the Service for purposes which are inconsistent with the foregoing is not permitted.

Except insofar as the Licensed Rights in the Order Form expressly include distribution rights, Licensee's use of the Service and the Licensed Content shall be solely for Licensee's internal purposes within Licensee's organisation and Licensed Content may not be shared, communicated or distributed, in whole or in part, to any person outside the Licensee's organisation.

Save in accordance with the section "Programmatic access to the platform" in the Order Form, the Licensee shall not transfer Licensed Content through any automatic means including scripts, programs, bots, scrapers, spiders, crawlers, other software or by systematic manual processing to any third party.

Any of the following is strictly prohibited and may result in the immediate termination of the Licence without liability or refund of the Licence Fee to the Licensee and may be reported to any relevant regulatory authorities:

- the unlawful use of the Service or its use for unlawful purposes;
- the dissemination, publication or provision in connection with the use of Licensed Content of misleading or inaccurate data or the attribution to Spend Network or to the Spend Network Platform of any misleading or inaccurate data or information;
- except where expressly permitted in the Order Form, accessing or using the Service, or obtaining any Licensed Content from the Service, through automatic means (that is, access of use controlled by "bots" or other computer software without an individual Authorised User controlling each step of the use of the Service through a standard browser);
- the use of the Service in breach of the licence or restrictions set out in clause 7;
- except where expressly permitted in the Order Form, the use of the Service or Licensed Content for the purpose of developing, providing or carrying out any service or business which distributes, publishes or offers to customers (whether for a payment or free of charge), in competition with the Service, data, content or analysis relating to public procurement and spending activities;
- the use of the Service in a manner intended to cause overload or disruption to the Service;
- the uploading to the Service, insertion, distribution or infection of the Service with any Malicious Code;
- the posting in connection with the use of the Service or the use of the Licensed Content or in connection with the Spend Network Brands of any Inappropriate Content.

6. Licensed Content

The Spend Network Platform is anticipated to evolve and develop over time. New or improved features and functionalities that may be introduced may be subject to special conditions or requirements and the availability of such new or improved features or functionalities may be limited to certain types of licences. New features and functionalities may not be available as part of the Licence but may be provided to the Licensee on terms to be agreed.

The Licensee acknowledges and understands that Licensed Content is obtained and collated from third party sources and may be subject to legal rights and that Spend Network's access to such data may depend on technical and other arrangements put in place by third parties. Accordingly, Spend Network reserves the right to modify the Licensed Content available through the Spend Network Platform from time to time during the Licence Term including removing certain Licensed Content where such modification or removal is reasonable in the circumstances or necessary for legal or commercial reasons (including where content is no longer freely available or if an objection is raised by a third party in relation to the use of any data or content as part of the Licensed Content). Spend Network shall use all reasonable endeavours insofar as practicable to ensure that the quality of data included in the Licensed Content and available through the Spend Network Platform is not adversely affected as a result of such modifications. If any such modifications to the Licensed Content result in the Licensed

Content becoming unfit for the purposes for which the Licensed Rights are granted to the Licensee, the Licensee shall have the right to terminate this Agreement on not less than 6 months' written notice.

Licensed Content includes information collected by Spend Network from public sources and other third parties, data compiled, curated, aggregated, and analysed by Spend Network through its own activities, as well as analysis, research, estimates, models, illustrations, summaries, approximations, classifications, identifiers, and statistical information created and compiled by Spend Network based on a variety of information sources.

By its nature, Licensed Content includes approximations, illustrations and estimates and other data including third party content that may be imprecise and may not always be error-free or up-to-date. Spend Network invests significant resources to produce useful and well-researched information and analytical tools and provides the Licensed Content in good faith. Spend Network will not knowingly include anything misleading or anything it believes to be untrue in the Licensed Content. However, Spend Network does not make any representations nor gives any guarantees that the information contained in the Licensed Content will always be error-free, up-to-date, accurate or reliable. The Licensee acknowledges and understands that it must not rely on any information contained in the Licensed Content without independently verifying it.

Insofar as data is collected from third parties (including public sources) Spend Network is unable to independently verify the data.

Insofar as Licensed Content contains analysis tools and other features and facilities, these features and tools are provided solely for research and analysis purposes and should not be relied upon. All output from such functionalities or tools must be independently verified by the Licensee.

The Licensee acknowledges and understands that the Licensed Content is provided 'as is' for information only and (except as expressly stated otherwise in these terms and conditions) without any warranty or representation.

The Licensee is responsible for ensuring that the Licensed Content is suitable for its needs and purposes and that it is used by Authorised Users and within the Licensee's Organisation solely in accordance with the Licensed Rights.

7. Grant of Licences and Restrictions

Licensed Content contains materials protected by copyright, database rights and other IPRs owned, licensed or controlled by Spend Network or its Affiliates as well as material protected by third party copyright and other IPRs. Any use, reproduction, distribution, communication or other exploitation of the Licensed Content or any part of it, including the creation or distribution of any derivative works, translations or adaptations, except as expressly permitted under this Agreement, are expressly prohibited and may constitute infringements of Spend Network's or a third party's IPRs.

Access to the Service and to the Licensed Content is given to the Licensee on the strict condition that the Licensee will, and will ensure that all Authorised Users and members of the Licensee's Organisation, adhere to the terms, conditions and restrictions set out in this Agreement.

Subject to the Licensee's compliance with the terms hereof, including full payment of the Licence Fees, and subject to the restrictions and conditions in these Terms and Conditions and the Order Form, Spend Network grants the Licensee a limited, personal, non-assignable, non-sublicensable, non-exclusive licence for the Licence Term to use the Spend Network Platform and to access and consult the Licensed Content through Authorised Users located in the Licensed Territory in accordance with the Licensed Rights (the "**Licence**").

The Licensed Content may from time to time include specific categories of content indicated on the Service as being made available to the Licensee for public use or for inclusion in its marketing information and other external communications. Insofar as any such content is provided on the Service, it may be incorporated in the Licensee's Organisation's external communications, provided that the Licensee complies with all other conditions and requirements which may be imposed by Spend Network or by any third party that owns the IPRs in such materials in relation to such public use content. Unless otherwise indicated when such content is made available on the Service, any external use of such content (including any external use permitted within the Licensed Rights) must

include an acknowledgement that the source of the information is Spend Network, that the material is subject to copyright owned by Spend Network and third parties and that it is used with permission.

Save as expressly stated on the Order Form, licensed in this clause 7, or with Spend Network's prior written consent, and except to the extent permitted under sections 50A, 50B, 50BA, 50D or 296B of the Copyright, Designs and Patents Act 1988 as may be amended from time to time, the Licensee shall not make any other use of the Spend Network Platform or the Licensed Content (in whole or in part). Without derogation from the generality of the foregoing, the Licensee shall not (in respect of all or any part of the Licensed Content, where applicable, and except as expressly permitted herein):

- disclose, publish, communicate or otherwise provide access to the Licensed Content or the Spend Network Platform to any person or to the public generally;
- print or save copies of the Licensed Content or create any copies of the Licensed Content in any material form or in any electronic form;
- modify, reformat, rearrange or otherwise change the Licensed Content;
- manually gather, scrape, spider, crawl or use technology, "bots" or other software (other than through the API) to access or store the Licensed Content;
- prepare any reports or analysis based on, or provide any other services in relation to, the Licensed Content;
- remove any references to the Spend Network Brands, title ledgers, copyright notices or other indications of proprietorship or confidentiality that may be incorporated in the Licensed Content;
- reverse engineer, decompile, disassemble, re-engineer or otherwise create, attempt to create or permit, allow or assist others to create, the executable code, source code, or the structural framework for part or all of the Spend Network Platform, or create any derivative work based on the above;
- permanently or temporarily reproduce, translate, arrange or adapt the Spend Network Platform or any part of it, or distribute or communicate copies thereof to any person or merge or combine it with any other software or service; or
- lend, lease, transfer, encumber, or grant the Spend Network Platform or share its benefit with any third party or otherwise use the Service for the benefit of any third party or in any way attempt to charge third parties to have the benefit of the Service or access to Licensed Content.

Except with the express consent of Spend Network or unless otherwise stated in the Order Form, the Licensed Content shall reside solely on the Spend Network Platform which shall be hosted by or for Spend Network and shall remain under its sole control (and accessible to the Licensee through an API, a website, a mobile application or other online connection) and the Licensee shall not process or store the Licensed Content or any portion of it on its own or any third party servers or through third party services, including third party cloud services.

8. Charges and Payment

The Licence Fee shall be paid in accordance with the payment terms set out in the Order Form.

The Licence Fee shall be payable in the currency indicated in the Order Form.

The Licence Fee is exclusive of value added tax (VAT), sales tax, service tax and any other taxes that may be imposed by law. Spend Network may charge the Licensee VAT, sales tax or similar taxes as required by applicable law and the Licensee shall pay such amounts in addition to the Licence Fee (where relevant, against a VAT receipt).

The Licence Fee shall be paid in full without any withholding or deduction on account of any taxes, duties, levies or charges, unless the Licensee is required by law to make such deduction or withholding. If it is so required it

shall duly deduct or withhold the amount as required by law and shall, when paying the Licence Fee, pay Spend Network such additional amount as will ensure that (after the deduction or withholding) Spend Network receives the full amount of the Licence Fee that it would have received if no such withholding or deduction had been required.

If payment of the Licence Fee is not received by the due date of payment, and the Licensee fails to pay the amount within 30 days of written demand, Spend Network may, without prejudice to any other rights and remedies it may have:

- suspend the Licence and block the Licensee's and its Authorised Users' access to all or part of the Spend Network Platform or the Spend Network Platform pending full payment of the Licence Fee; or
- terminate the Licence.

The Licensee shall not be entitled to a refund or discount of any amount in relation to any period of suspension of the Licence due to default or delay in the payment of the Licence Fee. In the event that Spend Network terminates the Licence, Spend Network may, at its own discretion, seek to recover all unpaid fees at the full price quoted on invoices before any discounts have been applied.

Spend Network may charge interest on late payments on a daily basis at an annual rate equal to 4% over the then current representative lending rate of Starling Bank for commercial customers in the UK from time to time, commencing on the due date for payment and continuing until fully paid, whether before or after judgement.

9. Intellectual Property Rights

As between the parties, Spend Network is and shall remain the sole owner of all IPRs in all elements of the Service and Licensed Content (and the licensee of any elements of the Service or Licensed Content licensed from a third party), including the Spend Network Platform Usage Data and the Spend Network Brand and any goodwill relating thereto (together, the "**Spend Network IP**").

Except for the licences expressly granted to the Licensee under clause 7, Spend Network does not grant the Licensee and the Licensee agrees and acknowledges that it shall not acquire any right, title, interest or licence in or under any of the Spend Network IP.

Solely during the Licensed Period and in connection with the Service and the Licensed Content, the Licensee shall have the right to use the Spend Network Brands as displayed on the Spend Network Platform and for the purpose of referring to Spend Network and the Service, to the extent reasonably necessary for the exploitation of the Licensed Rights and as required to make use of the Service in accordance with this Agreement; provided that any use of the Spend Network Brands by the Licensee shall inure solely to the benefit of Spend Network and the Licensee acknowledges and agrees that: (a) any use of the Spend Network Brands shall be subject to Spend Network's legal rights in the Spend Network Brands and (b) the Licensee shall not acquire nor claim any right, title or interest (including any user rights) in or to the Spend Network Brands as a result of such use.

The Licensee shall not and shall procure that its Affiliates do not:

- register or file any applications to register IPRs or otherwise claim to own any IPRs in or relating to the Spend Network IP anywhere in the world;
- use any name, sign or logo incorporating, containing or consisting of the Spend Network Brands, or any name or sign confusingly similar thereto, anywhere in the world, in relation to any product or service, save for the use of the Spend Network Brands in accordance with this clause 9; or
- do or cause to be done anything which may in any way damage, depreciate, tarnish, jeopardise, or otherwise prejudice the goodwill or reputation of the Spend Network IP or the Spend Network Brands or the goodwill or reputation associated therewith.

Without derogation from the foregoing, in the event that the Licensee or any of its Affiliates or any of their officers or employees acquire any rights, title or interest in the Spend Network IP, whether during the Licence Term or at any time thereafter, at Spend Network's request, the Licensee shall and shall procure that its relevant Affiliate or the relevant officer or employee shall forthwith assign all such right, title and interest to Spend Network absolutely for no further consideration.

To the extent any IPRs exist in the Spend Network Platform Usage Data, all such IPRs shall belong solely to Spend Network which shall have the exclusive right to exploit such data and the Licensee hereby waives any right, title or interest in or to such data.

10. Infringements and Third Party Claims

If any claim is brought or threatened by a third party against the Licensee or any of its Affiliates, alleging that the Spend Network Platform (or any part thereof) or any of the Licensed Content infringes such third party's IPRs (an "IP Claim") the Licensee shall immediately notify Spend Network in writing giving detailed particulars of the IP Claim. The Licensee and its Affiliates shall not make any comment or admission to any third party in respect of any IP Claim without giving prior notice to Spend Network.

If any IP Claim is made or threatened, or in Spend Network's reasonable opinion is likely to be made or threatened by any third party, Spend Network may at its sole option and expense:

- procure from the third party the right to continue providing the Spend Network Platform (or any part thereof) or the Licensed Content in question; or
- modify the Spend Network Platform so that it ceases to be infringing or remove the Licensed Content in question from the Service.

and the Licensee shall allow Spend Network, if required, to assume control of the defence of any such IP Claim and shall provide Spend Network with all information and assistance reasonably requested to enable Spend Network to respond and defend that IP Claim.

11. Availability of the Spend Network Platform

Subject to any service level agreements expressly agreement with the Licensee, the Spend Network Platform and/or the Licensee's or Authorised Users' access to the Spend Network Platform may be suspended, disrupted or blocked in the circumstances set out below:

- upon reasonable notice and insofar as practicable, outside of **Normal Working Hours**, for scheduled downtime to permit Spend Network to conduct maintenance to the Spend Network Platform;
- for the duration of any unanticipated or unscheduled downtime, as a result of technical failures including system breakdown, communication or network problems, server overloading or other technical issues or any Force Majeure Event;
- in order to protect the Spend Network Platform from unauthorised access or attack, or in order to prevent fraud or any unauthorised or unlawful access or use of the service, to prevent any unlawful use of the Spend Network Platform, or if it determines that the Spend Network Platform is being used (by the Licensee or any other person) in breach of applicable law or these Terms and Conditions, or if such suspension is required in response to an order or direction of any court of law, governmental or regulatory body or other official enforcement or investigation authority; or
- in other circumstances where it might be reasonable or necessary to suspend, disrupt or block the service.

12. Warranties and Disclaimers

Each of the parties warrants and represents to the other:

- that it has the right, power and authority and has taken all action necessary to execute, deliver and exercise its rights, and perform its obligations, under this Agreement;
- that neither the execution nor the performance of this Agreement by it is prohibited or restricted by any provision of law and it will not be in breach of any obligation by any party to any third party.
- that it shall use commercially available virus and universal threat management technologies and firewall protections that are continually upgraded to ensure that the Service (including any Licensed Content stored on the Licensee's servers or under its control) is free from and not contaminated by Malicious Code and is monitored in line with industry best practice and shall use reasonable efforts to ensure that all data is managed in a virus free and secure environment and does not include any Inappropriate Content.

Spend Network warrants to the Licensee that it shall use all commercially reasonable efforts to provide the Service and to make available the Licensed Content to the Licensee.

Other than the warranties, representations and covenants expressly set out in this Agreement or in any other written document agreed and signed by the parties, Spend Network gives no warranty nor makes any representation in relation to the Spend Network Platform, the Licensed Content or the Spend Network IP and the parties expressly disclaim to the fullest extent permitted by law any representation or warranty relating to the Spend Network Platform, the Licensed Content or the Spend Network IP that may be implied by this Agreement, by custom or by law or otherwise and which is not expressly set out in this Agreement, including any implied warranties of quality, merchantability, title or entitlement, fitness for a particular purpose, non-infringement of third party IPRs, the ability to achieve a particular result or functionality, including any warranty or representation that the Spend Network Platform or the Licensed Content will be uninterrupted or error free, and all such implied terms or warranties are excluded from this Agreement.

Without derogation from the generality of the paragraph above, the Licensee acknowledges and understands that the Licensed Content contains third party materials published and owned by third party public organisations around the world and that it is not always possible to ensure that the inclusion of such content in the Spend Network Platform is licensed by the third party in question or that the Licensed Content is correct or up-to-date. Whilst Spend Network makes reasonable efforts to ensure that Licensed Content provided through the Service is licensed and that incorrect or misleading information is not contained in the Licensed Content, any warranty or representations regarding the foregoing are expressly disclaimed.

13. Limitations on liability

The Licensee acknowledges and agrees that:

- Spend Network does not guarantee uninterrupted or continuous access to Spend Network Platform during the Licence Term and, subject to the Service Level Agreement, the Spend Network Platform may be interrupted, among other reasons, due to routine maintenance, improvement work, investigation and correction of errors or technical problems, communication or network problems or failures, server or system overloading or other technical issues, unauthorised access or unlawful use or any Force Majeure Events that may affect performance of or access to the Spend Network Platform.
- access to the Spend Network Platform is provided without any warranties or representations as to the quality or accuracy of any underlying data or data contained in the Licensed Content and, subject to the Licensed Content being provided in accordance with this Agreement, and except as provided in the last paragraph below of this clause 13, Spend Network will have no liability, in contract, negligence or otherwise, for any damage, loss or liability arising from the Licensee's reliance on or its use of the Licensed Content.

Except as provided in the last paragraph of this clause 13 below, Spend Network shall not be liable to the Licensee under this Agreement, either for breach of contract, misrepresentation or negligence or under any warranty, and the Licensee waives any claim against Spend Network or its Affiliates, employees, officers or subcontractors relating to or arising out of:

- any disruption to the Spend Network Platform howsoever arising;

- the loss or corruption of any data or Licensed Content;
- errors or inaccuracies in the Licensed Content;
- security breaches affecting the Spend Network Platform, third party interception of electronic communications, or any unauthorised access to or misuse of computer systems; or
- damage caused by Malicious Code that may affect the Spend Network Platform or any software or hardware used to access or use the Spend Network Platform.

Save as provided in the last paragraph of this clause 13 below, a party shall not be liable to the other in connection with this Agreement either for breach of contract, misrepresentation or negligence or under any warranty, for any indirect or consequential losses, or for punitive or exemplary damages, or for any loss of profits, interest, future business revenue, anticipated savings or business goodwill, or for any loss or corruption of data (in each case whether such loss is direct or indirect or consequential), even if a party is advised in advance of such loss.

Save as provided in the last paragraph of this clause 13 below, each party's maximum aggregate liability for any single event (or a series of related events) giving rise to a claim in connection with this Agreement either for breach of contract, misrepresentation or negligence, shall be limited to an amount equal to the Licence Fee paid by the Licensee from the date such claim was settled by agreement or otherwise determined to the date 12 months prior.

Notwithstanding anything to the contrary in this Agreement nothing in this Agreement shall operate to exclude or restrict a party's liability for death or personal injury resulting from negligence, fraud or fraudulent misrepresentation, or any liability that cannot be limited or excluded by law.

14. Confidential Information

The Spend Network Platform is made available to selected licensees and contains certain features and content that are confidential information of Spend Network. The Licensee shall for the duration of the Licence Term and for a period of 5 years thereafter keep confidential all information contained in the Spend Network Platform and shall not use or disclose such information to any third parties other than as permitted by Spend Network or as permitted under these Terms and Conditions.

The requirements of this clause 14 shall not apply:

- to third party Licensed Content provided through the Spend Network Platform which has been published by a third party;
- to any other information to the extent that it is generally available to the public; or
- to any disclosure of information required by operation of law, by an order of a court or the requirements of a regulatory authority, provided that in the event that such disclosure is required, the party subject to the confidentiality obligation which is required to make such disclosure shall take reasonable steps to protect the confidentiality of the information and to limit the disclosure as much as possible (including, where it is reasonable and lawful to do so, by giving the other party notice of the disclosure requirement prior to making the disclosure).

The Licensee shall procure that its Affiliates and any recipients of Spend Network confidential information observe the provisions of this clause 14 as fully as if they were parties to this Agreement.

15. Personal Data

Insofar as any Licensed Content or Spend Network Platform Usage Data incorporates personal data, both parties shall process such personal data in accordance with the law and shall co-operate with each other (where necessary) to enable each other to discharge its obligations under applicable laws including obligations to data

subjects. Where Licensed Content contains personal data, the Licensee shall use such personal data solely for the purposes for which it was published by the third party that published that data.

16. Termination

Spend Network shall be entitled to terminate the Licence during the Licence Term by written notice to the Licensee:

- in the circumstances where such termination is provided for under these Terms and Conditions; or
- if the Licensee is otherwise in breach of these the Agreement and fails to remedy such breach within 7 days of receipt of written notice of such breach.

Either party may give notice to terminate the Licence in accordance with clause 2.

The Licensee may terminate the Licence in accordance with clause 6.

The Licensee may terminate the Licence if the Service Level Research Credits reach the maximum permitted 50 hours in more than 2 months in any 6 month rolling period during the Licensed Term. This option of termination is only available where Licensed Content contemporary to the past 48 hours is unavailable to the Licensee due to downtime.

Upon the expiry or termination of the Licence:

- except as provided in this clause 16, the Agreement shall forthwith terminate and have no further effect, and no party shall have any further rights, obligations or liabilities hereunder;
- the Licences granted to the Licensee under this Agreement shall terminate and the Licensee shall cease any use of the Licensed Content and the Spend Network IP and shall not do any act which, in the absence of such Licence, would constitute an infringement or misuse of the Spend Network IP or a breach of its confidentiality duties under these Terms and Conditions;
- the Licensee shall cease any use of the Spend Network Platform and shall immediately, permanently and irreversibly destroy or delete any copies of Licensed Content, Spend Network IP and any materials displaying the Spend Network Brands in its possession or control, including copies or records in any form of Licensed Content (including any back-up media) and all copies of the Account Credentials;
- the licence granted to Spend Network under clause 9 in relation to the Spend Network Platform Usage Data shall remain in effect in perpetuity; and
- the parties shall remain bound by the confidentiality obligations under clause 14 for the remaining period of such obligations.

The termination or expiry of this Agreement shall not affect any accrued rights or liabilities of any party and shall not affect any provision of this Agreement intended to have effect after termination or necessary for its interpretation and in particular (but without limitation) it shall not affect any provisions granting a party rights or licences expressed to be granted in perpetuity or the provisions of clauses 8, 9, 13, 14, this clause 16 or the remaining provisions of this Agreement below.

17. Force Majeure

A party shall not be in breach of this Agreement, nor liable for any failure or delay in performing any obligations under this Agreement arising from or attributable to matters beyond its reasonable control ("**Force Majeure Event**") including an act of God, fire, flood, earthquake, windstorm or other natural disaster, explosion or accidental damage, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, breaking off of diplomatic relations or similar actions, terrorist attack, civil war, civil commotion or riots, any failure

or delay on the part of a third party supplier, industrial action or strike, power cuts, electronic or communication network breakdowns or government action.

18. Assignment

This Agreement is personal to the parties and neither party may assign or transfer any of its rights or obligations under this Agreement whether in whole or in part without the prior written consent of the other party. The foregoing notwithstanding, Spend Network shall be entitled to transfer its benefits under this Agreement subject to its obligations to its Affiliates or to any person acquiring the Spend Network business and such transfer shall be effective upon notice being given to the Licensee.

19. Publicity

Unless notified otherwise by the Licensee, Spend Network may display the Licensee's name and logo in its promotional materials to indicate that the Licensee is an authorised use of the Spend Network Platform. The Licensee may provide instructions to Spend Network from time to time regarding the appropriate presentation of its logo in terms of artwork, colouring, the display of legal notices (such as indications of copyright or trademark rights). Spend Network shall not acquire any right, title or interest in the Licensee's name or logo as a result of such use and the Licensee shall remain the sole and exclusive owner of all such rights.

20. Notices

Any notice required to be made under or in connection with this Agreement (a "**Notice**") shall be in writing. Spend Network may provide any Notice to the Licensee through the Licensee's contact details, email address, fax number and postal address as set out in the Order Form or as provided to Spend Network by the Licensee from time to time during the Licence Term. Notices to Spend Network should be sent to Ian Makgill at contact@spendnetwork.com.

21. General

In the event of a conflict between these Terms and Conditions and the terms set out in the Order Form, the Order Form shall prevail.

Nothing in this Agreement shall create, or be deemed to create, a partnership or joint venture and shall not be construed as giving rise to the relationship of principal and agent between the parties. Neither party shall represent itself as representative of the other or purport to assume obligations in the name of the other.

If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect the legality, validity or enforceability in that jurisdiction or any other jurisdiction of any other provision of this Agreement.

Where these Terms and Conditions include provisions intended expressly or by their nature to apply for the benefit of Affiliates of Spend Network, such Affiliates shall be entitled to enforce such terms. Except as aforesaid, no person other than the Licensee and Spend Network shall have the right to enforce the provisions of this Agreement under the Contracts (Rights of Third Parties) Act 1999.

No modification, alteration or waiver of any of the provisions of these Terms and Conditions or the Order Form shall be effective unless in writing and signed on behalf of each of the parties.

No omission or delay on the part of either party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or of any other right, power or privilege. The rights and remedies herein provided are cumulative with and not exclusive of any right or remedies provided by law.

These Terms and Conditions, the Order Form and the SLA constitute the entire agreement between the parties and supersede all other agreements, statements, letters and other arrangements between the parties in relation to the subject matter hereof. Each party acknowledges that it has not relied on or been induced to enter this

Agreement by a representation other than those expressly set out in these Terms and Conditions or in the Order Form. This clause does not affect a party's liability in respect of a fraudulent misrepresentation.

These Terms and Conditions and the Order Form are governed by English law and the parties submit to the exclusive jurisdiction of the courts of England and Wales in relation to any dispute between them arising out of the subject matter of this Agreement.