



EMEA FRAMEWORK SERVICES AGREEMENT

This Framework Services Agreement is entered into on the Agreement Start Date, by and between the following Parties (each a “Party” and together, the “Parties”) in relation to the provision of Services (as defined below):

Supplier Full Legal Name:	Evotix Limited (“Supplier”)
Supplier Address:	Prism House, 2 Rankine Avenue, East Kilbride, Glasgow, Scotland G75 0QF
Country of Incorporation	Scotland

Customer Full Legal Name:	[] (“Customer”)
Customer Address:	
Country of Incorporation	

Agreement Start Date	On the last signature date below
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Schedules	Schedule 1 Service Order/ Support Schedule/ Service Level Agreement Schedule 2 Data Protection Schedule Schedule 3 Statement of Work
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The Supplier will provide the Services to Customer in accordance with the terms and conditions of this Agreement and a Service Order or Statement of Work, as applicable, executed by the Parties. The terms and conditions of this Agreement will be incorporated by reference into each Service Order and/or Statement of Work. An Affiliate of Customer shall have the right to enter into a Statement of Work and Service Order by referencing this Agreement. By entering into a Service Order or Statement of Work hereunder, an Affiliate of Customer agrees to be bound by the terms of this Agreement as if it were an original party and the Supplier or its Affiliate, will be deemed to be “Supplier” and a Customer Affiliate shall be deemed to be a “Customer” as such terms are used in this Agreement.

Accepted and Agreed:

	Customer	Supplier
Name		
Signature		
Date		

1. DEFINITIONS

Affiliate(s): means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

Agreement: means this Framework Services Agreement between the Supplier and the Customer and any attached or referenced exhibits, schedules and addenda including any mutually executed Statement of Work and Service Order referencing this Agreement.

Agreement Start Date: means the effective date of this Agreement as set out above.

Business Day: means any day which is not a Saturday, Sunday or public holiday in the United Kingdom.

Customer Data: means the Customer's data inputted into the Hosted Services by the Customer, by Named Users, or by the Supplier on the Customer's behalf.

Customer Support Representatives (CSR): means individuals appointed by Customer who are authorized to contact the Supplier on behalf of the Customer for Support Services.

Data Protection Schedule: means the data protection schedule attached as Schedule 2 to this Agreement.

Data Protection Legislation: has the meaning set out in the Data Protection Schedule.

Documentation: means the applicable usage guides and policies for the Services provided by the Supplier, as updated from time to time, accessible via login to the relevant Service.

Enterprise Employee Count: means all of Customer's full-time, part-time & temporary employees, together with all its agents, contractors and consultants. For clarity, this includes all Named Users, as defined in this Agreement.

Fees: means the fees payable to the Supplier by Customer for the Services as set out in a Service Order.

Force Majeure Event: means any unavailability caused by circumstances beyond Supplier's reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving Supplier employees), pandemics or epidemics, Internet service provider failure or delay, denial of service attack, failure of a utility service or transport or telecommunications network or default of suppliers or sub-contractors.

Hosted Services: means the services that are ordered by Customer under a Service Order and made available online by Supplier using the Software and, where relevant, shall include associated offline components. Hosted Services do not include Third Party Content.

Implementation Services: means the work the Supplier will perform to configure the Hosted Services and provide training as set out in the Statement of Work.

Intellectual Property Rights: means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications 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.

Named Users: means those specific employees and independent contractors or other authorised third parties (up to the total number of Named User licenses specified in a Service Order) who are authorised to use the Services under this Agreement.

Normal Business Hours: means 8.30 am to 5.00 pm local UK time, each Business Day.

Order Start Date: means the start date for the Services as set forth in the Service Order.

Service Order: means the ordering document attached hereto as Schedule 1, or a subsequent ordering document mutually executed by the Parties and referencing this Agreement, specifying the Services to be provided, including any addenda and supplements thereto.

Services: means the Hosted Services and/or Implementation Services which are ordered by Customer under a Service Order.

Software: means the Supplier's proprietary software in machine-readable object code form, including any error corrections, updates, upgrades, modifications and enhancements used to provide the Hosted Services to the Customer under this Agreement.

Statement of Work or SOW: means a statement of work describing the Implementation Services to be provided to Customer that is attached to this Agreement as Schedule 3 or is subsequently entered into between Customer and Supplier and incorporated herein.

Support Services: means the technical support services that the Supplier may provide or perform with respect to the Hosted Services as described in Clause 3.

Third Party Content: means all third party software, data, text, images, audio, video, photographs and other content and material, in any format, that Customer may access through, within, or in conjunction with Customer's use of the Services.

Usage Limits: means the applicable usage metrics and volume restrictions for the Services as set forth in a Service Order.

Virus: means any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

2. SUPPLIER RESPONSIBILITIES

- 2.1 The Supplier will (a) use commercially reasonable efforts to make the Hosted Services available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which the Supplier shall give advance electronic notice provided the Customer has signed up for such notifications) and (ii) a Force Majeure Event and (b) provide the Services in accordance with laws and government regulations applicable to the Supplier related to its provision of the Services to its customers generally and subject to the Customer's use of the Services in accordance with this Agreement.
- 2.2 This Agreement will not prevent the Supplier from entering into similar agreements with third parties, or from independently developing, using, selling or licensing materials, products or services which are similar to those provided under this Agreement.

3. SUPPORT SERVICES

- 3.1 The Supplier will provide the Customer with Support Services as set forth in the Support Services Schedule hereto or on the Supplier website at [\[insert URL\]](#).
- 3.2 The Supplier provides monitoring of its Hosted Services 24 hours a day seven days a week. Provided the Customer has signed up to receive such notifications, the Supplier shall notify the CSRs via the Hosted Services of any maintenance events that may affect the availability of the Hosted Services.

4. CUSTOMER'S USE OF THE SERVICES AND OBLIGATIONS

- 4.1 Hosted Services are purchased as subscriptions for the term set out in the Service Order. Named Users may access the Services solely for the Customer's internal business purposes. Services are subject to the Usage Limits specified in the Service Order. If Customer exceeds a contractual Usage Limit, the Supplier will notify the Customer of the excess use and work with Customer to seek to reduce Customer's use so that it conforms to the contractual Usage Limit. If, notwithstanding Supplier's efforts, Customer does not abide by a Usage Limit, Customer will execute a Service Order for additional quantities of the applicable Services promptly upon the Supplier's request and/or pay any invoice for excess usage in accordance with the "Fees and Payment" section below. Data storage related to the use of the Hosted Services is not limited but such use must be reasonable. The rights provided under this Agreement are granted to the Customer only and shall not be considered granted to any Affiliate of the Customer.
- 4.2 The Customer shall:
- (a) provide the Supplier with all necessary, timely and efficient co-operation in relation to this Agreement, and with all necessary and reasonable access to such information as may be required by the Supplier in order to render the Services, including but not limited to Customer Data, security access information and software interfaces to the Customer's other business applications;
 - (b) provide personnel assistance, including the customer account team personnel as may be reasonably requested from time to time. The Customer account team shall consist of the personnel listed on the Service Order. Customer shall use reasonable efforts to ensure continuity of its personnel assigned to a Service Order;

- (c) maintain all necessary licences, consents, and permissions necessary for the Customer, its contractors and agents to perform their obligations under this Agreement, including without limitation, use of the Services with Customer's systems;
- (d) be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to the Supplier's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet;
- (e) use reasonable endeavours to prevent any unauthorised access to, or use of, the Services and notify the Supplier promptly of any such unauthorised access or use and carry out all other Customer responsibilities set out in this Agreement in a timely and efficient manner; and
- (f) comply with all laws and regulations, including Data Protection Legislation, applicable to its obligations under this Agreement.

4.3 Customer will ensure that:

- (a) the maximum number of Named Users that it authorises to access and use the Services does not exceed the number of Named User licences and the Usage Limits specified in the Service Order, and that any Named User licence is used only by the relevant individual Named User unless that licence has been reassigned in its entirety to another individual Named User (in which event the previous Named User shall no longer have any right to access or use the Services); and
- (b) each Named User keeps the log-in details of their account confidential and regularly changes any passwords;
- (c) each Named User complies with all applicable laws and regulations and the terms of this Agreement as appropriate. Customer is responsible for Named Users' compliance with this Agreement.

4.4 The Customer shall not:

- (a) store, distribute or transmit any Virus, or any material, including Customer Data, through the Services that is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; depicts sexually explicit images; promotes unlawful violence; is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or in a manner that is otherwise unlawful, tortious, or causes damage or injury to any person or property; and the Supplier reserves the right, without liability or prejudice to its other rights or remedies, to disable the Customer's access to any material that breaches the provisions of this clause;
- (b) copy, duplicate, modify, create derivative works from or distribute all or any portion of or attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Services except to the extent expressly set out in this Agreement or as may be allowed by any applicable law which is incapable of exclusion by agreement between the Parties;
- (c) access all or any part of the Software or Hosted Services in order to build a product or service which competes with the Services or to publicly publish benchmark results of the Software or Hosted Services with a non-Supplier product or service;
- (d) license, re-sell, sell, sublicense, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services available to any third party except the Named Users as authorised under this Agreement, or include any Service in a service bureau or outsourcing offering; or
- (e) interfere with or disrupt the integrity or performance of any Service or third party data contained therein, or attempt to gain unauthorized access to any Service or Software or its related systems or networks or permit direct or indirect access to or use of any Service in a way that circumvents a contractual usage limit, or use any of the Services to access or use any Supplier intellectual property except as permitted under this Agreement or frame or mirror any part of any Service, other than framing on Customer's own intranets or otherwise for its own internal business purposes.

4.5 Supplier does not warrant or support Third Party Content and Supplier cannot guarantee the continued availability of such Third Party Content. Supplier is not responsible or liable for the functionality or use of Third Party Content.

5. IMPLEMENTATION AND ACCEPTANCE

5.1 The Supplier shall use reasonable endeavours to perform the Implementation Services as specified in the Statement of Work.

- 5.2 Unless otherwise agreed in a Statement of Work, within ten (10) days of the Supplier's delivery to the Customer of the Implementation Services, the Customer shall review the configuration to confirm that it functions in material conformance with the applicable portion of the Statement of Work. If the Implementation Services fail in any material respect to conform with such provisions, the Customer shall give the Supplier a detailed description of any such non-conformance ("**Error**"), in writing, within the above review period.
- 5.3 With respect to any Errors, the Supplier shall use reasonable endeavours to correct any such Error within a reasonable time and, on completion, submit the corrected configuration to the Customer. If such corrected configuration fails to correct the Error, the provisions of this clause shall then apply again, up to three additional times. If the Supplier is unable to correct such Error after those three additional attempts, the Supplier may terminate this Agreement and refund a pro-rata share of any unused prepaid Fees for the impacted Implementation Services. The foregoing shall serve as Customer's exclusive remedy and the Supplier's sole and complete obligation with respect to any nonconforming Implementation Services.
- 5.4 In any case, if the Customer does not provide any written comments in the period specified above, or if the configuration is found to conform with the applicable portion of the Service Order and/or the Statement of Work (if any), the Configuration shall be deemed accepted. For the avoidance of doubt, any use of the Services by the Customer in a live environment, after it has been rolled out to the Customer's employees for operational purposes, will be treated as acceptance by the Customer. Any further Implementation Services provided by the Supplier after acceptance or deemed acceptance shall not alter the status of that acceptance.

6. CHANGES TO THE SERVICES AND THIRD PARTY SERVICES

- 6.1 The Customer acknowledges that the Supplier may amend, develop and update the Hosted Services in its discretion from time to time without notice to or requiring any consent from the Customer, provided that the amended, developed or updated Hosted Services shall continue to comply with the undertaking in 2.1 (Supplier Responsibilities).
- 6.2 Supplier offers third party translation services, which automates translation of some of its Services ("Translate Services"). Customer is responsible for all decisions made, advice given, actions taken, and failures to take action based on Customer's use of the Translate Services. Translate Services use machine learning models that generate predictions based on patterns in data. Output generated by a machine learning model is probabilistic and should be evaluated for accuracy as appropriate for a Customer's use case, including by employing human review of such output. Supplier disclaims and will not accept any liability for damages or losses of any kind caused by the use of the Translate Services.

7. CUSTOMER DATA AND DATA PROTECTION

- 7.1 The Customer shall own all rights, 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 Customer Data.
- 7.2 Customer shall comply with all applicable privacy law and Data Protection Legislation in its creation, collection, receipt, access, use, storage, disposal and disclosure of Personal Data processed under this Agreement and shall process Personal Data only in accordance with the terms of the Data Protection Schedule. The Data Protection Schedule is in addition to, and does not relieve, remove or replace, a Party's obligations or rights under the Data Protection Legislation.
- 7.3 In the event of any loss or damage to Customer Data that is the fault of the Supplier, Customer's sole and exclusive remedy shall be for the Supplier to use reasonable commercial efforts to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by the Supplier. Supplier shall not be held liable or responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party (except those third parties sub-contracted by Supplier to perform services related to Customer Data maintenance and back-up).
- 7.4 Notwithstanding any other clause, term or provision of this Agreement, the Customer agrees that the Supplier shall be authorised to process Customer Data, anonymised and aggregated with the personal data of other customers, for the purpose of creating and, at its discretion, publishing benchmarking information.

8. FEES AND PAYMENT

- 8.1 The Customer shall pay the Fees to Supplier as set out in the relevant Service Order and shall reimburse the Supplier for all actual, reasonable travel expenses including, but not limited to, airfare, hotel and meals incurred by the Supplier in performance of the Services.
- 8.2 Supplier's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction (collectively, "**Taxes**"). Customer is responsible for paying all Taxes associated with the Services. If Supplier has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, Supplier will invoice Customer and Customer will pay that amount

unless Customer provides Supplier with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, Supplier is solely responsible for taxes assessable against it based on its income, property and employees.

- 8.3 The Supplier shall invoice the Customer upon the Order Start Date and then annually in advance of each anniversary of the Order Start Date. Each invoice is due and payable 30 days after the invoice date. Unless otherwise specified in a Service Order, the Supplier shall be entitled, with effect from each anniversary of the Order Start Date, to increase the Fees by the greater of 5% or the increase in CPI, as published by the Office for National Statistics (or any other body to which the functions of that office may be transferred). Customer shall provide Supplier with such paperwork as is necessary to enable Supplier to invoice Customer as specified above.
- 8.4 If the Supplier has not received payment as required herein, and without prejudice to any other rights and remedies, the Supplier may, without liability to the Customer, disable the Customer's account and the passwords and access of the Customer and its Named Users to all or any part of the Services, and the Supplier shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid. In addition, statutory interest shall accrue on such due amounts at an annual rate equal to 8% over the then current base rate of the Bank of England at the date the relevant invoice was issued, commencing on the due date and continuing until fully paid, whether before or after judgment. The Customer shall pay all reasonable collection costs, court costs and legal fees incurred by the Supplier or its authorised agents to collect any undisputed overdue Fees.

9. REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS

- 9.1 Each Party represents that it has validly entered into this Agreement and has the legal power to do so.
- 9.2 The Supplier warrants during an applicable subscription term that (a) the Implementation Services will be performed with reasonable skill and care and (b) the Hosted Services will perform materially in accordance with the published Documentation for such Hosted Services. For any breach of a warranty above, Customer's sole and exclusive remedies are those described in Clause 9.4 below. The undertaking in this clause shall not apply to the extent of any non-conformance which is caused by use of the relevant Services contrary to the Supplier's instructions or modification or alteration of the relevant Services by any party other than the Supplier or the Supplier's duly authorised contractors or agents.
- 9.3 Except as expressly provided herein, the Supplier makes no warranty of any kind, whether express, implied, statutory or otherwise, and the Supplier specifically disclaims all implied warranties, to the maximum extent permitted by applicable law, including any implied warranty of merchantability, satisfactory quality, fitness for a particular purpose or non-infringement, including that the Customer's use of the Software, the Hosted Services, the Documentation or any result of the use thereof will be uninterrupted or error-free, meet customer's requirements or expectations, operate without interruption, achieve any intended result, be compatible or work with any software or systems or that Supplier will correct all Service errors. Supplier is not responsible for any issues related to the performance, operation or security of the Services that arise from Customer's content including Customer Data or Third Party Content or Services provided by third parties. Third Party Content is provided "as is" and as available exclusive of any warranty whatsoever. Supplier 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.
- 9.4 If the relevant Services do not conform with the foregoing warranty, the Supplier will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance.

10. PROPRIETARY RIGHTS

- 10.1 The Customer acknowledges and agrees that the Supplier and/or its licensors own all Intellectual Property Rights in the Software, the Services and related Documentation. Except as expressly stated herein, this Agreement does not grant the Customer any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Software, Services or any related Documentation. Supplier, its Affiliates and licensors reserve all of their right, title and interest in and to the Software, Services and Documentation including all of their related Intellectual Property Rights. No rights are granted to Customer hereunder other than as expressly set forth herein.
- 10.2 Supplier hereby grants to Customer a non-exclusive, non-transferable license to use the Services up to the number of Named Users and in accordance with the Usage Limits Customer has paid for solely for its internal business purposes according to the terms and conditions of this Agreement.
- 10.3 Customer grants to Supplier, its Affiliates and applicable contractors a worldwide, limited term license to host, copy, use, transmit and display any Customer Data in order to provide the Services to Customer and its Named Users. Customer

hereby assigns to Supplier any Intellectual Property Rights in and to the Software and Services that may be developed by Customer.

11. CONFIDENTIALITY

- 11.1 **"Confidential Information"** means all information disclosed by a Party (**"Disclosing Party"**) to the other Party (**"Receiving Party"**), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.
- 11.2 The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Neither Party will disclose the terms of this Agreement or any Service Order to any third party other than its Affiliates, legal counsel and accountants without the other Party's prior written consent, provided that a Party that makes any such disclosure to its Affiliate, legal counsel or accountants will remain responsible for such Affiliate's, legal counsel's or accountant's compliance with this "Confidentiality" section.
- 11.3 The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.
- 11.4 The Customer acknowledges that the Software, the results of any performance tests of the Software, the Services and Supplier's Documentation constitute the Supplier's Confidential Information. The Supplier acknowledges that the Customer Data is the Confidential Information of the Customer. Confidential Information of each Party includes the terms and conditions of this Agreement and all Service Orders (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such Party.

12. PUBLICITY

- 12.1 The Parties consent to the publication of a press release or other public announcement by either Party regarding the entry into of this Agreement (with written approval from the relevant Party) and Customer will provide references to prospective Supplier customers at the Supplier's reasonable request, including phone calls and site visits. The Customer consents to the use by the Supplier of the Customer corporate logo on the supplier website and/or in other Supplier promotional materials (with written approval from the Customer) and agrees to the development of case studies and other promotional material illustrating practical use of the solution (with written approval from the Customer).

13. INTELLECTUAL PROPERTY INDEMNITY

- 13.1 The Supplier shall defend the Customer, its officers, directors and employees against any claim, demand, suit or proceeding made or brought against the Customer by a third party alleging that the Software infringes any third party patent effective as of the Agreement Start Date, copyright or database right (**"Claim"**) and shall indemnify the Customer for any amounts finally awarded against the Customer in judgment or settlement of the Claim(s) provided Customer (a) promptly gives the Supplier written notice of the Claim, (b) gives the Supplier sole control of the defence and settlement of the Claim (except that the Supplier may not settle any Claim unless it unconditionally releases the Customer of all liability), and (c) gives the Supplier all reasonable assistance.
- 13.2 If the Supplier receives information about an infringement or misappropriation Claim, Supplier may in its discretion, obtain for the Customer the right to continue using the Software, replace or modify the Software so that it becomes non-infringing or, if such remedies are not reasonably available, terminate this Agreement without liability to the Customer and refund the Customer any prepaid fees covering the remainder of the term of the terminated subscriptions. The Supplier shall have no liability if the alleged infringement is based on: (a) a modification of the Software by anyone other than the Supplier; (b) the Customer's use of the Software in a manner contrary to the instructions given to the Customer by the Supplier; or (c) the Customer's use of the Software after notice of the alleged or actual infringement from the Supplier or any appropriate authority. This clause states the Customer's sole and exclusive rights and remedies, and the Supplier's entire obligations and liability for claims arising out of this section.

- 13.3 The Customer will defend the Supplier and its officers, directors, employees and Affiliates against any claim, demand, suit or proceeding made or brought against the Supplier by a third party (a) alleging that any Customer Data or use of Customer Data with the Services infringes or misappropriates such third party's Intellectual Property Rights or violates applicable law, including Data Protection Legislation, or (b) arising from the Customer's use of the Services in an unlawful manner or in violation of the Agreement. The Customer will indemnify the Supplier from any damages, attorneys fees and costs finally awarded against the Supplier in judgment or settlement of the claim(s) provided Supplier (a) promptly gives the Customer written notice of the claim, (b) gives the Customer sole control of the defence and settlement of the claim (except that the Customer may not settle any claim unless it unconditionally releases the Supplier of all liability), and (c) gives the Customer all reasonable assistance, at the Customer's expense.
- 13.4 The foregoing provisions state the entire liability and obligation of Supplier regarding claims of third party infringement and the exclusive remedy to the Customer with respect to any actual or alleged infringement or misappropriation of any intellectual property or other proprietary rights of a third party.

14. LIMITATION OF LIABILITY

- 14.1 Except as expressly and specifically provided in this Agreement, the Customer assumes sole responsibility for results obtained from the use of the Software and the Services by the Customer, and for conclusions drawn from such use. The Supplier shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to the Supplier by the Customer in connection with the Services, or any actions taken by the Supplier at the Customer's direction.
- 14.2 Nothing in this Agreement excludes or limits the liability of either Party for death or personal injury caused by that Party's negligence, or for fraud or fraudulent misrepresentation, or for any other liability to the extent that the same may not be excluded or limited as a matter of applicable law.
- 14.3 In no event shall the Supplier or its Affiliates be liable, whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation (whether innocent or negligent) and regardless of the theory of liability, restitution or otherwise, for (i) any loss of profits, loss of revenues, loss of business or sales, depletion of goodwill or reputation and/or similar losses, loss or corruption of data or information, or pure economic loss, in each case whether direct or indirect, (ii) any special, indirect, incidental, consequential, cover, business interruption or punitive damages howsoever caused and whether or not such losses are foreseeable, even if the Supplier has been advised (or is otherwise aware) of the possibility of such losses in advance, (iii) any website or network downtime and/or (iv) any cost of procuring substitute services.
- 14.4 Subject to Clauses 14.2 and 14.3 above, the Supplier's (and its Affiliates') total aggregate liability arising out of or in connection with this Agreement shall be limited to the Fees paid by Customer for the Services giving rise to the liability during the 12 months immediately preceding the date on which the claim arose.

15. TERM AND TERMINATION

- 15.1 This Agreement commences on the Agreement Start Date and continues, subject to the remaining provisions of this clause, until all subscriptions hereunder have expired or have been terminated. The term of each subscription for the Services shall commence on the Order Start Date and shall be as specified in the applicable Service Order. Subscriptions will automatically renew for additional periods equal to one year unless either Party gives the other written notice (email acceptable) at least 90 days before the end of the relevant subscription term.
- 15.2 A Party may terminate this Agreement for cause (i) upon 30 days written notice to the other Party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors or the other Party ceases, or threatens to cease, to trade.
- 15.3 If this Agreement is terminated by Supplier in accordance with the termination section above, in addition to any other rights or remedies available to the Supplier, Customer will pay any unpaid fees covering the remainder of the term of all Service Orders to the extent permitted by applicable law. In no event will termination relieve Customer of its obligation to pay any fees payable to Supplier for the period prior to the effective date of termination.
- 15.4 On termination (or expiry) of this Agreement, howsoever arising, each Service Order then in force at the date of such termination shall continue in full force and effect for the remainder of the term of such Service Order, unless terminated earlier in accordance with the terms of such Service Order. The termination of any Service Order shall not affect any other Service Orders or this Agreement.
- 15.5 On termination of this Agreement for any reason each Party shall return, upon request, and make no further use of any equipment, property, materials and other items (and all copies of them) belonging to the other Party. The Supplier shall maintain access to the Customer Data as provided in the Data Protection Schedule.

15.6 Any provision of this Agreement or a Service Order which contemplates performance or observance subsequent to any termination or expiration (in whole or in part) will survive any such termination or expiration and continue in full force and effect, such provisions to include specifically the clauses titled "Fees and Payment," "Proprietary Rights," "Confidentiality," "Disclaimers," "Intellectual Property Indemnity," "Limitation of Liability," "Refund or Payment upon Termination," "Surviving Provisions" and "General Provisions". The clause titled "Customer Data and Data Protection" will survive any termination or expiration of this Agreement for so long as Supplier retains possession of Customer Data and the clause titled "Non-Poaching of Staff" will survive for a period of twelve (12) months after termination or expiration of this Agreement.

16. FORCE MAJEURE

16.1 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 results from a Force Majeure Event. In such circumstances the affected Party shall be entitled to a reasonable extension of the time for performing such obligations, provided that if the period of delay or non-performance continues for three months, the Party not affected may terminate this Agreement by giving 30 days' written notice to the other Party.

17. NOTICES

17.1 Any notice required to be given under this Agreement shall be in writing and shall be delivered (i) by hand; or (ii) sent by pre-paid first-class post or recorded delivery post to a Party at its address as set out in this Agreement or such other address as may have been notified by that Party to the other Party for such purposes; or (iii) by email. In the case of notices to the Supplier, by email to: legal@evotix.com and in the case of the Customer, by email to _____.

17.2 A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in Normal Business Hours, at 9 am on the first Business Day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post. A correctly addressed notice sent by email shall be deemed to have been received at 9 a.m. on the next Business Day after sending.

18. NON-POACHING OF STAFF

18.1 The Customer agrees that during the term of this Agreement and for a period of 12 months after its termination, it shall not without the prior written consent of the Supplier, solicit, or permit any of its Affiliates to solicit, the employment or engagement of any employee or contractor of the Supplier who has been engaged in the performance of this Agreement or any Service Order, whether or not the acceptance of such offer would cause the employee or contractor to be in breach of his contract with the Supplier. Notwithstanding the foregoing, any person's response to, and subsequent hiring as a result of, general solicitation through advertising shall not constitute a violation of this provision.

19. GENERAL PROVISIONS

19.1 Export laws and regulations of the United Kingdom and United States and any other relevant export laws and regulations apply to the Services. Such export laws govern use of the Services (including technical data) and any Services deliverables provided under this Agreement. Each Party agrees to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). Customer agrees that no data, information, software programs and/or materials resulting from Services will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws. The Supplier and the Customer each represents that it is not named on any U.S. government denied-party list. Customer will not permit any User to access or use any Service in a U.S.-embargoed country or in violation of any U.K. or U.S. or other applicable export law or regulation.

19.2 Customer acknowledges that it is aware of, understands and has complied and will comply with, all applicable U.S. and foreign anti-corruption laws, including without limitation, the U.S. Foreign Corrupt Practices Act of 1977 and the U.K. Bribery Act of 2010, and similarly applicable anti-corruption and anti-bribery laws. The Customer has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from a Supplier employee or agent in connection with this Agreement. If Customer learns of any violation of the above restriction, it will promptly notify the Supplier.

19.3 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, nor authorise any Party to make or enter into any commitments for or on behalf of any other Party.

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

19.5 This Agreement does not confer any rights on any person or party (other than the Parties to this Agreement and (where applicable) their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

- 19.6 Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other Party's prior written consent (not to be unreasonably withheld); provided, however, the Supplier may assign this Agreement in its entirety (including all Service Orders), without Customer's consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. Subject to the foregoing, this Agreement will bind and inure to the benefit of the Parties, their respective successors and permitted assigns.
- 19.7 If any provision (or part of a provision) of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the Parties.
- 19.8 A waiver of any right under this Agreement is only effective if it is in writing and it applies only to the Party to whom the waiver is addressed and to the circumstances for which it is given.
- 19.9 Unless specifically provided otherwise, rights arising under this Agreement are cumulative and do not exclude rights provided by law.
- 19.10 This Agreement and any documents referred to in it constitute the entire agreement between the Parties and supersede all prior and contemporaneous agreements, proposals or representations, written or oral, relating to the subject matter of this Agreement. The Parties agree that any term or condition stated in a Customer purchase order or in any other Customer order documentation is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the Service Order, (2) this Agreement and (3) Schedules to the Agreement. Titles and headings of sections of this Agreement are for convenience only and shall not affect the construction of any provision of this Agreement.
- 19.11 Each Party acknowledges that, in entering into this Agreement and the documents referred to in it, it has not relied and does not rely on any statement, representation (whether innocent or negligent), assurance or warranty (Representation) of any person (whether a Party to this Agreement or not) other than as expressly set out in this Agreement or those documents.
- 19.12 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 as expressly provided in this Agreement.
- 19.13 This Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by, and construed in accordance with, the laws of England and Wales. The Parties irrevocably agree that the courts of England 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).