

QUICKCASE SELF-HOSTED

TERMS AND CONDITIONS FOR QUICKCASE SOFTWARE AS A SELF-HOSTED PACKAGE

These terms and conditions set out the terms (together the **Licence Terms**) upon which, we, Elastic Case Limited, a company registered in England under company number 11566750 and whose registered office is located at 15 Manor Road, Wokingham, United Kingdom, RG41 4AH trading as QuickCase (**QuickCase, we, us and our**) provide access to the QuickCase software (the **Software**) available via www.quickcase.app or such other website address that QuickCase may specify from time to time (the **Website**).

These Licence Terms create a legal agreement between us and the Customer (as defined below).

QuickCase licenses use of the Documents and the Software to the Customer on the basis of these Licence Terms.

IMPORTANT NOTICE

- These Licence Terms take effect and the Customer signifies its agreement to be bound by the same when it either clicks the "Accept Terms" (or any similar acceptance button) or returns an electronically signed but otherwise unamended copy of these Licence Terms to QuickCase. The Customer represents to QuickCase that it is lawfully able to enter into contracts.
- If the Customer does not agree to these Licence Terms, QuickCase will not license or permit access to the Software or the Documents to the Customer and the Customer must stop the order process.
- The Customer is responsible for all activity and use undertaken in connection with the Software, irrespective of whether the activity or use is undertaken by the Customer, its employees or third parties (including its agents or contractors). QuickCase is not responsible for any unauthorised access to or use of the Software or Documents.
- The Customer confirms that it is acting in the course of business and not as a consumer.

A copy of these Licence Terms should be printed for future reference.

QuickCase does not sell the Software or the Documents to the Customer. QuickCase (or its licensors, as appropriate) remain the owner of the Software and Documents at all times which are licensed to the Customer in accordance with these Licence Terms.

OPERATING REQUIREMENTS AND COMPATIBILITY

The Software requires:

- a compatible browser enabled device which has IP connectivity to the Website (details of compatible browsers are set out on the Website from time to time);
- a compatible OpenID Connect provider (details of compatible OpenID Connect providers from time to time are set out in the Documents);
- a compatible SQL database (details of compatible SQL databases from time to time are set out in the Documents);
- a valid subscription with one of the Platforms that have adequate and appropriate size, processing capacity and configuration for use of the Software and which operate on one of the two most recent minor version releases of Kubernetes available from time to time; and
- a Blob Storage Solution where the Customer requires additional attachment functionality and capability;

(the **Operating Requirements**).

AGREED TERMS

1 Definitions and Interpretation

1.1 In these Licence Terms, unless the context otherwise requires, the following words and expressions shall have the following meanings:

Applicable Data Protection Laws	means: (a) to the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data; (b) to the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which QuickCase is subject, which relates to the protection of personal data;
Applicable Laws	means: (a) to the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom; (b) to the extent EU GDPR applies, the law of the European Union or any member state of the European Union to which QuickCase is subject;
Authorised User	the Customer and those of the Customer's and/or other members of the User Group's employees and other third parties (including agents and independent contractors) who are invited by the Customer and/or other members of the User Group to use the Software and/or Documents, or whom the Customer and/or other members of the User Group does not restrict or prevent from using the Software and/or Documents and the term Authorised Users shall be construed accordingly;
Blob Storage Solution	the unstructured cloud data solutions as further described in the Documents;
Business Day	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;
Condition	a condition of these Licence Terms, and Conditions shall be construed accordingly;
Control	as defined in section 1124 of the Corporation Tax Act 2010;
Commencement Date	the date the Customer signifies its agreement to be bound by these Licence Terms by clicking the "Accept Terms" or any similar acceptance button;
Customer	the firm, company or other legal entity to whom the licence to access and use the Software is granted in accordance with Condition 2.2 or 3.1;
Customer Data	the data inputted into the Software by the Customer, other members of the User Group, and/or Authorised Users;
Customer Personal Data	any Customer Data that is personal data which QuickCase processes in the capacity of a processor on behalf of the Customer [or User Group];
Deployment	the download and instalment of the Software by the Customer or a member of the User Group onto one Platform for use by the Customer or User Group within a business critical live environment and the term

	Deploy shall be construed accordingly;
Documents	the documents made available to the Customer by QuickCase online via www.quickcase.app or such other web address notified by QuickCase to the Customer from time to time which sets out a description of the Software and the user instructions for the Software;
EU GDPR	the General Data Protection Regulation ((EU) 2016/679);
Intellectual Property Rights	patents, utility models, rights to inventions, copyright and related rights, trade-marks and service marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, including all applications for (and rights to apply for and be granted), renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world;
Kubernetes	the open source solution for containerised applications available from time to time and provided by The Linux Foundation whose registered office is Main Office, 548 Market St, PMB 57274, San Francisco, California, 94104-5401 US;
Maintenance Release	release of the Software which corrects faults, adds functionality or otherwise amends or provides minor and/or patch upgrades of the Software;
New Release	any new version of the Software, being a version of the Software which contains such significant differences from the previous versions as to be generally accepted in the marketplace as constituting a major upgrade;
Open-Source Software	open-source software as defined by the Open Source Initiative (http://opensource.org) or the Free Software Foundation (http://www.fsf.org);
Platform	a third-party platform hosting services, comprising of: a) Amazon Elastic Kubernetes Service; or b) Microsoft Azure Kubernetes Service; or c) Google Cloud Kubernetes Engine;
Subscription	the Customer's subscription to the Software, whether under a Trial Subscription or for one or more Subscription Terms, until the Subscription expires or is terminated in accordance with these Licence Terms;
Subscription Fees	the fees payable by the Customer to QuickCase in respect of each particular Subscription Term for the Subscription, as notified by QuickCase to the Customer from time to time and as the same may also be amended in accordance with Condition 8.5;
Subscription Term	a period of 12 months commencing on the date the first paid for Subscription is granted to the Customer in accordance with Condition 3.1 or an anniversary thereof (as applicable);
Trial Purpose	the permitted use of the Software during a Trial Subscription as further described in Condition 2.5;

Trial Subscription	the provision of the Software without charge on a limited-use basis;
Trial Subscription Period	a period of 3 months for which the Customer uses the Software on the basis of a Trial Subscription;
Third Party Terms	the third party providers' terms and conditions for the Platforms and the Blob Storage Solutions from time to time;
UK GDPR	has the meaning given to it in the Data Protection Act 2018;
User Group	the internal departments of the Customer (if any) who are, as at the Commencement Date, listed within Schedule 2 and such other internal departments who are approved by QuickCase from time to time in accordance with Condition 3.2 and the term member(s) of the User Group shall be construed accordingly;
Vulnerability	a weakness in the computational logic (for example, code) found in software and hardware components that when exploited, results in a negative impact to the confidentiality, integrity, or availability, and the term Vulnerabilities shall be construed accordingly;
Virus	anything 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 rearranging, 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.

1.2 A reference to:

1.2.1 a **person** includes a natural person, company, LLP, corporate, partnership, joint venture, association, trusts, unincorporated bodies and associations and that person's personal representatives, successors and permitted assigns;

1.2.2 the **singular** includes the plural and vice versa, and to the **masculine** shall include the feminine and neuter and vice versa;

1.2.3 a **Condition** or **Schedule** is to a Condition of and the schedule to these Licence Terms and the Schedules form part of and are incorporated into these Licence Terms. If there is any inconsistency between any of the Conditions and the Schedules, the Conditions shall prevail;

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

1.2.5 **writing** or **written** excludes fax but includes email;

1.2.6 an **English legal term** for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include a reference to that which most nearly approximates to the English legal term in that jurisdiction; and

1.2.7 a document in **agreed form** is to that document in the form agreed by the Parties and initialled by or on behalf of them for identification.

1.3 The headings in these Licence Terms are included for convenience only and shall not affect its interpretation or construction.

1.4 Any words following the terms **include**, **including**, **in particular**, **for example** or anything similar are

illustrative only and none of them shall limit the sense of the words, description, definition, phrase or term preceding those terms and each of them shall be deemed to incorporate the expression **without limitation**.

2 Trial Subscription Licence

2.1 This Condition 2 shall apply in respect of any Trial Subscription. To the extent of any conflict between this Condition 2 and the other provisions of these Licence Terms this Condition 2 shall prevail in relation to a Trial Subscription.

2.2 Where the Software is provided on the basis of a Trial Subscription, QuickCase grants to the Customer and the members of the User Group a non-transferable, non-exclusive right, without the right to grant sublicenses, to access and use the Software and the Documents for the Trial Purpose and subject to these Licence Terms during the Trial Subscription Period. Immediately upon expiry of the Trial Subscription Period, the rights granted to the Customer and User Group pursuant to this Condition 2 shall automatically terminate and Condition 3 shall apply. QuickCase reserves all other rights.

2.3 The Customer shall ensure that only Authorised Users shall be permitted to use the Software during the Trial Subscription Period and ensure that such use is in accordance with these Licence Terms.

2.4 The Customer:

2.4.1 acknowledges and agrees that the Customer is responsible for all activity and use undertaken by any Authorised Users in connection with the Software and/or the Documents;

2.4.2 shall not rely on or use the Software for any business-critical operation during the Trial Subscription Period; and

2.4.3 shall not be entitled to, nor shall it attempt to, use or subscribe for more than one Trial Subscription.

2.5 The Documents and the Software are made available to the Customer during a Trial Subscription for the purpose of the Customer's internal evaluation of the use and functionalities of the Software only, and the Customer shall only use the Software during such Trial Subscription within a test environment of the relevant Platform only.

2.6 No representations, conditions, warranties or other terms of any kind are given in respect of the Software or the Documents in relation to a Trial Subscription, and all statutory warranties and conditions are excluded to the fullest extent possible.

2.7 Without prejudice to any other rights or remedies expressly set out in these Licence Terms, either Party may terminate a Trial Subscription at any time and for any reason.

3 Subscription Term Licence

3.1 Where the Software is to be provided for a Subscription Term, in consideration of the Subscription Fees paid by the Customer to QuickCase, QuickCase grants to the Customer and the members of the User Group a non-transferable, non-exclusive licence, without the right to grant sublicenses, to access and use, and permit those Authorised Users to access and use, the Software and the Documents during the Subscription Term subject to these Licence Terms.

3.2 The Customer agrees and acknowledges that all of the rights granted to members of the User Group under these Licence Terms are subject to that member of the User Group being approved in writing by QuickCase, and such rights shall automatically terminate should QuickCase revoke any approval for the relevant member of the User Group. Any such termination, in accordance with this Condition 3.2 in respect of a member of the User Group, shall not affect the rights of the Customer or other members of the User Group which remain authorised to use the Software in accordance with these Licence Terms.

3.3 Where the Customer requires additional User Groups in accordance with Condition 3.2, and QuickCase deems, in its sole unfettered discretion, that such additional User Groups may exceed standard operating levels or compromise the functionality and capability of the Software, the Customer shall be required to purchase additional Subscriptions to accommodate such additional usage and pay the revised

Subscription Fees in respect of the same.

4 The Software

4.1 QuickCase:

4.1.1 does not warrant that:

(a) the Customer's and/or member's of the User Group's use of the Software will be uninterrupted or error-free;

(b) that the Software, the Documents and/or the information obtained by the Customer and/or members of the User Group through the Software or the Documents will meet the Customer's and/or the members of the User Group's requirements;

(c) the Software will be free from Vulnerabilities or Viruses;

4.1.2 is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Software and Documents may be subject to limitations, delays and other problems inherent in the use of such communications facilities; and

4.1.3 warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under these Licence Terms.

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

5 Customer's Obligations

5.1 The Customer shall:

5.1.1 itself, and shall procure that the other members of the User Group shall, provide QuickCase with all necessary cooperation in relation to these Licence Terms and all necessary access to such information as may be required by QuickCase to enable QuickCase to provide the Software;

5.1.2 itself, and shall procure that the other members of the User Group shall, comply with and be bound by the Third Party Terms;

5.1.3 itself, and shall procure that the other members of the User Group shall, without affecting its other obligations under these Licence Terms, comply with all applicable laws and regulations with respect to its activities under these Licence Terms;

5.1.4 carry out all other Customer's obligations set out in these Licence Terms in a timely and efficient manner;

5.1.5 itself, and shall procure that the other members of the User Group shall, unless a further Deployment is required pursuant to Condition 3.3, use and install the Software on one Deployment at a time only;

5.1.6 ensure at all times that its and other members of the User Group's network and systems comply with and meet the Operating Requirements and any other requirements specified by QuickCase from time to time;

5.1.7 carry out the mandatory configuration requirements as notified to the Customer by QuickCase in the Documents;

5.1.8 implement and operate appropriate up-to date security and anti-virus software within the Customer's network, systems and communications links (including any network, systems and communications links of

the other members of the User Group);

5.1.9 itself, and shall procure that the other members of the User Group shall, monitor the Authorised User's use of the Software and notify QuickCase of any use which is inconsistent with these Licence Terms;

5.1.10 ensure, whether at its own instigation or on the advice of QuickCase, that the Customer's and other members of the User Group's network, systems and communications links are sufficiently robust to support the usage of the Software; and

5.1.11 be, to the extent permitted by law and except as otherwise expressly provided in these Licence Terms, solely responsible for procuring, maintaining and securing its network connections and telecommunications links from the Customer's and other members of the User Group's systems to the data centres on which the Software is hosted and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's or other members of the User Group's network connections or telecommunications links or caused by the internet.

5.2 The Customer shall not, and shall procure that Authorised Users and other members of the User Group shall not:

5.2.1 except as may be allowed by any applicable law which is incapable of exclusion by agreement between the Parties and except to the extent expressly permitted under these Licence Terms;

(a) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documents (as applicable) in any form or media or by any means;

(b) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software;

(c) access all or any part of the Software and/or Documents in order to build a product which competes with the Software and/or the Documents;

5.2.2 use the Software and/or Documents to provide services to third parties without the prior written consent of QuickCase;

5.2.3 attempt to Deploy the Software relevant to a particular Subscription on more than one Platform at any given time;

5.2.4 license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Software and/or Documents available to any third Party except the Authorised Users,

5.2.5 attempt to obtain, or assist third parties in obtaining, access to the Software and/or Documents; or

5.2.6 introduce, or permit the introduction of, any Virus into QuickCase's network, information systems and/or the Software.

5.3 The Customer acknowledges and agrees that as part of the Operating Requirements the Software must be operated on a Platform that supports and operates one of the two most recent minor version releases of Kubernetes available for such Platform from time to time. The Customer agrees and acknowledges that any failure of the Customer to ensure that such Platform and Kubernetes requirements are provided for may result in a loss or reduction in use, operability and function of the Software. The Customer remains responsible at all times for ensuring that the Operating Requirements are met.

5.4 The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Software and/or the Documents and, in the event of any such unauthorised access or use, promptly notify QuickCase.

5.5 The Customer shall defend, indemnify and hold harmless QuickCase against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the use of the Software and/or Documents by the Customer, Authorised Users and/or other members of the User Group.

5.6 The rights provided under these Licence Terms are granted to the Customer only and shall not be considered granted to any subsidiary or holding company of the Customer.

6 Maintenance releases

6.1 QuickCase will notify the Customer via email that a Maintenance Release and/or New Release is available. The Customer shall install such Maintenance Release and/or New Release as soon as reasonably practicable after receipt of such email notification.

6.2 The Customer acknowledges and agrees that Maintenance Releases and/or New Releases may contain material changes or adaptations to the existing features or functionalities of the Software, and the Customer acknowledges that QuickCase does not warrant or guarantee that any particular feature or functionality of earlier releases of the Software will be maintained and/or remain available as part of the Software.

7 Fees

7.1 The Customer shall pay the Subscription Fees to QuickCase in accordance with this Condition 7.

7.2 The Customer shall pay the Subscription Fees either monthly or annually (or at such other time periods as is agreed by QuickCase) in advance commencing on the Commencement Date and each month, year or relevant anniversary (as applicable) thereafter during the Subscription Term and any renewal Subscription Term.

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

7.4 If QuickCase has not received payment of the Subscription Fees or any other fees or charges payable under these Licence Terms within 7 calendar days after the relevant due date and without prejudice to any other of QuickCase's rights and remedies:

7.4.1 QuickCase may, without liability to the Customer, disable the Customer's, other members of the User Group's and Authorised Users' password(s), account(s) and access to all or part of the Software and QuickCase shall be under no obligation to provide any or all of the Software while the Subscription Fees or other fees or charges concerned remain unpaid or the relevant financial information has not been provided or maintained;

7.4.2 interest shall accrue on a daily basis on any due amounts at an annual rate equal to 3% over the then current base lending rate of the Bank of England from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.

7.5 All Subscription Fees and other amounts payable in connection with these Licence Terms are:

7.5.1 non-cancellable and (save where expressly stated otherwise in these Licence Terms) non-refundable; and

7.5.2 are exclusive of value added tax, which shall be added to QuickCase's invoice(s) at the appropriate rate.

7.6 QuickCase shall be entitled to increase the Subscription Fees at the start of each Subscription Term upon 90 days' prior notice to the Customer.

8 Confidentiality

8.1 Each Party may be given access to Confidential Information from the other Party in order to perform its obligations under these Licence Terms. A Party's Confidential Information shall not be deemed to include information that:

8.1.1 is or becomes publicly known other than through any act or omission of the receiving Party;

8.1.2 was in the other Party's lawful possession before the disclosure;

8.1.3 is lawfully disclosed to the receiving Party by a third Party without restriction on disclosure; or

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

8.2 Subject to Condition 8.4, each Party shall hold the other's Confidential Information in confidence and not make the other's Confidential Information available to any third Party or use the other's Confidential Information for any purpose other than as required in order to comply with its obligations or exercise its rights under these Licence Terms.

8.3 Each Party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of these Licence Terms.

8.4 A Party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other Party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this Condition 8.4, it takes into account the reasonable requests of the other Party in relation to the content of such disclosure.

8.5 The Customer acknowledges that details of the Software and the Documents constitute QuickCase's Confidential Information.

8.6 The above provisions of this Condition 8 shall survive termination of the Subscription, however arising.

9 Export and compliance with policies

9.1 Neither Party shall export, directly or indirectly, any technical data acquired from the other Party under these Licence Terms (or any products, including software, incorporating any such data) in breach of any applicable laws or regulations (**Export Control Laws**), including United States export laws and regulations, to any country for which the government or any agency thereof at the time of export requires an export licence or other governmental approval without first obtaining such licence or approval.

9.2 Each Party undertakes:

9.2.1 contractually to oblige any third Party to whom it discloses or transfers any such data or products to make an undertaking to it in similar terms to the one set out above; and

9.2.2 if requested, to provide the other Party with any reasonable assistance, at the reasonable cost of the other Party, to enable it to perform any activity required by any competent government or agency in any relevant jurisdiction for the purpose of compliance with any Export Control Laws.

9.3 In performing its obligations under these Licence Terms the Customer shall comply with the Mandatory Policies.

10 Limits of liability

10.1 The following provisions set out the entire liability of QuickCase (including any liability for the acts and omissions of its employees, agents, representatives and sub-contractors) in respect of:

10.1.1 any breach of its contractual obligations arising under or in connection with these Licence Terms;

10.1.2 any use made by the Customer and/or other members of the User Group of the Software and/or the Documents or any part of them; and

10.1.3 any mis-representation, mis-statement or tortious act or omission including negligence but excluding

any of the same made fraudulently arising under or in connection with these Licence Terms;

a Liability Event.

10.2 Nothing in these Licence Terms shall limit or exclude the liability of QuickCase for:

10.2.1 death or personal injury resulting from its own negligence or that of its representatives;

10.2.2 fraud or fraudulent misrepresentation; or

10.2.3 to the extent that such liability or exclusion is not permitted by law.

10.3 Subject to Condition 10.2, the total liability of QuickCase in respect of all Liability Events:

10.3.1 arising in respect of a Trial Subscription shall be limited to £1,000; and

10.3.2 arising in respect of a Subscription Term shall be limited to 125% of the Subscription Fees paid by the Customer for that Subscription Term.

10.4 Subject to Condition 10.2, QuickCase shall not be liable to the Customer in respect of any Liability Events for any loss or damage which may be suffered by the Customer (or any person claiming through or under the Customer) whether the same are suffered directly or indirectly or are immediate or consequential and whether the same arise in contract tort (including negligence) or otherwise howsoever, which fall within any of the following categories:

10.4.1 loss of profits;

10.4.2 loss of turnover;

10.4.3 loss of anticipated savings;

10.4.4 loss of business opportunity;

10.4.5 loss of goodwill;

10.4.6 loss or corruption of data;

10.4.7 damage to reputation; or

10.4.8 any special, indirect or consequential loss,

provided that this Condition 10.4 shall not prevent claims for direct financial loss that are not excluded by Conditions 10.4.1 to 10.4.8 (inclusive).

10.5 QuickCase shall not be liable for any damage or losses to the extent they arise result of or in connection with:

10.5.1 any failure of the Customer or other members of the User Group to observe and perform its obligations under these Licence Terms;

10.5.2 any unauthorised or incorrect access or use of the Software or Documents or use of the Software or Documents other than in accordance with these Licence Terms or the Customer's instructions;

10.5.3 any modification or alteration of the Software or Documents by any party other than QuickCase;

10.5.4 errors or omissions in the Software to the extent they are based on and/or relate to the information or instructions provided by the Customer, a member of the User Group or its employees, agents or representatives to QuickCase; or

10.5.5 any actions taken by QuickCase at the Customer's or any other member of the User Group's direction.

10.6 If a number of Liability Events give rise substantially to the same loss, then they shall be regarded as giving rise to only one claim under these Licence Terms.

10.7 QuickCase shall have no liability to the Customer in respect of any Liability Event unless the Customer shall have served notice of the same upon QuickCase within 3 months of the date the Customer became aware or ought to have become aware of the consequences of the Liability Event.

10.8 Subject to Condition 10.9, QuickCase acknowledges that other members of the User Group may (to the extent permitted under these Licence Terms) derive benefit from the performance by QuickCase of its duties and/or obligations under these Licence Terms. Accordingly, a failure by QuickCase to perform its obligations under these Licence Terms may result in loss, damage, cost or liability being suffered or incurred, not only by the Customer but also by other members of the User Group (a **Group Loss**).

10.9 Subject to Condition 10.10, the Parties acknowledge and agree that any Group Loss will be treated as having been suffered or incurred by the Customer and will be recoverable from QuickCase by the Customer and may be recoverable (where such loss is recoverable under these Licence Terms) by the Customer from QuickCase as if and only to the extent that it were a loss, damage, cost or liability suffered or incurred by the Customer and recoverable by the Customer under these Licence Terms. Any Group Loss will not be indirect, special or consequential merely by virtue of the fact that it was actually suffered or incurred by a member of the User Group other than the Customer and the provisions of Condition 10.4 will be construed accordingly.

10.10 The limits of liability under these Licence Terms apply to the Customer and User Group as a whole so that they apply to all liabilities under or in connection with these Licence Terms of QuickCase in aggregate to the Customer and all members of the User Group (including all Group Loss) and the limits on QuickCase's liability to the Customer under these Licence Terms including those set out in this Condition 10, apply so that each reference to the Customer shall include each and every member of the User Group so that all defences and claims under or in relation to these Licence Terms shall be available to QuickCase against the relevant members of the User Group and/or the Customer and shall therefore not be limited on the basis or to the extent that they only refer to the Customer.

10.11 The limits on the Customer's liability under these Licence Terms apply to all liabilities under or in connection with these Licence Terms by the Customer and the other members of the User Group in aggregate to QuickCase.

1.1 The Customer declares and acknowledges that it has considered the provisions of this Condition 10 in detail including each of the limitations on liability contained in Conditions 10.3 to 10.11 (inclusive) and considers them reasonable in the circumstances having taken into account among other factors the subject matter of these Licence Terms and having obtained or had the opportunity to obtain independent legal advice on the same.

11 Intellectual property rights

11.1 The Customer acknowledges that all Intellectual Property Rights in the Software, the Documents and any Maintenance Releases belong and shall belong to QuickCase or the relevant third-Party owners (as the case may be), and the Customer shall have no rights in or to the Software, the Documents and any Maintenance Releases other than the right to use the same in accordance with the terms of these Licence Terms.

11.2 The Customer acknowledges that it shall have no right to:

11.2.1 have access to the Software other than in accordance with these Licence Terms;

11.2.2 have access to the Software in source-code form;

11.2.3 download the Software (or a copy of it) in source code form; or

11.2.4 install the Software on any computer or other device.

11.3 QuickCase undertakes at its own expense to defend the Customer or, at its option, settle any claim or action brought against the Customer alleging that the possession or use of the Software (or any part

thereof) in accordance with the terms of these Licence Terms infringes the UK Intellectual Property Rights of a third Party (**Claim**) and shall be responsible for any reasonable losses, damages, costs (including legal fees) and expenses incurred by or awarded against the Customer as a result of or in connection with any such Claim. For the avoidance of doubt, Condition 11.3 shall not apply where the Claim in question is attributable to possession or use of the Software (or any part thereof) by the Customer other than in accordance with the terms of these Licence Terms, use of the Software in combination with any hardware or software not specified by QuickCase if the infringement would have been avoided by the use of the Software not so combined, or use of a non-current release of the Software.

11.4 If any third party makes a Claim, or notifies an intention to make a Claim against the Customer, QuickCase's obligations under Condition 11.3 are conditional on the Customer:

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

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

11.4.3 giving QuickCase and its professional advisers access at reasonable times (on reasonable prior notice) to its premises and its officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within the power or control of the Customer, so as to enable QuickCase and its professional advisers to examine them and to take copies (at QuickCase's expense) for the purpose of assessing the Claim; and

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

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

11.5.1 procure for the Customer the right to continue to use the Software (or any part thereof) in accordance with the terms of these Licence Terms;

11.5.2 modify the Software so that it ceases to be infringing;

11.5.3 replace the Software with non-infringing software; or

11.5.4 terminate these Licence Terms and the Subscription immediately by notice in writing to the Customer and refund any of the Subscription Fees paid by the Customer as at the date of termination (less a reasonable sum in respect of the Customer's use of the Software to the date of termination) on return of the Software and all copies thereof.

11.6 This Condition 11 constitutes the Customer's exclusive remedy and QuickCase's only liability in respect of Claims and, for the avoidance of doubt, is subject to Condition 11.3.

11.7 The Customer shall indemnify QuickCase against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by QuickCase arising out of or in connection with any claim by a third party alleging that use of all or any part of the Customer Data infringes any Intellectual Property Rights of such third party.

12 Data protection

12.1 The Customer shall own all right, title and interest in and to all of the Customer Personal Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of such Customer Personal Data.

12.2 Both Parties shall during the Subscription comply with their respective obligations under the Applicable Data Protection Laws. This Condition 12 is in addition to, and does not relieve, remove or replace,

a Party's obligations or rights under the Applicable Data Protection Laws.

12.3 The Parties acknowledge that:

12.3.1 if QuickCase processes any Customer Personal Data on the Customer's behalf when performing its obligations under these Licence Terms, the Customer is the controller and QuickCase is the processor for the purposes of the Applicable Data Protection Laws; and

12.3.2 Schedule 1 sets out the scope, nature and purpose of processing by QuickCase, the duration of the processing and the types of personal data and categories of data subject.

12.4 Without prejudice to the generality of Condition 12.4, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Customer Personal Data to QuickCase App for the duration and purposes of these Licence Terms so that QuickCase may lawfully use, process and transfer the Customer Personal Data in accordance with these Licence Terms on the Customer's behalf.

12.5 QuickCase shall, in relation to any Customer Personal Data processed by QuickCase in connection with the performance of its obligations under these Licence Terms:

12.5.1 process that Customer Personal Data only on the documented written instructions of the Customer unless QuickCase is required by Applicable Laws to otherwise process that Customer Personal Data (**Purpose**). Where QuickCase is relying on Applicable Laws as the basis for processing Customer Processor Data, QuickCase shall notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit QuickCase from so notifying the Customer on important grounds of public interest. QuickCase shall inform the Customer if, in the opinion of QuickCase, the instructions of the Customer infringe Applicable Data Protection Laws;

12.5.2 ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Customer, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

12.5.3 ensure that those employees of QuickCase who have access to, and process Customer Personal Data are obliged to keep it confidential;

12.5.4 assist the Customer, at the Customer's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Applicable Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

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

12.5.6 at the written direction of the Customer, delete or return Customer Personal Data and copies thereof to the Customer on termination or expiry of the Customer unless required by Applicable Laws to store the Customer Personal Data; and

12.5.7 maintain complete and accurate records and information to demonstrate its compliance with Condition 13.5 and allow for audits by the Customer or the Customer's designated auditor and immediately inform the Customer if, in the opinion of QuickCase, an instruction infringes the Applicable Data Protection Laws.

12.6 The Customer hereby provides its prior general authorisation for QuickCase to:

12.6.1 appoint third parties as third-party processors of the Customer Personal Data. QuickCase confirms that it has or will have entered into an agreement with the third parties on the terms, which incorporate substantially the same terms to those set out in this Condition 13 as between QuickCase and the Customer,

QuickCase shall remain fully liable for all acts or omissions of any third-party processor appointed by it; and

12.6.2 transfer Customer Personal Data outside of the UK as required for the Purpose, provided that QuickCase shall ensure that all such transfers are effected in accordance with Applicable Data Protection Laws. For these purposes, the Customer shall promptly comply with any reasonable request of QuickCase, including any request to enter into standard data protection clauses adopted by the EU Commission from time to time (where the EU GDPR applies to the transfer) or adopted by the Commissioner from time to time (where the UK GDPR applies to the transfer).

12.7 Either Party may, at any time on not less than 30 days' notice, revise this Condition 12 by replacing it with any applicable controller to processor standard agreement or similar terms forming part of an applicable certification scheme.

13 Termination

13.1 The Subscription shall commence on the Commencement Date and shall, unless terminated earlier in accordance with this Condition 13:

13.1.1 in the case of a Trial Subscription, continue for the Trial Subscription Period; and

13.1.2 in the case of a Subscription on a paid-for basis, continue for the Subscription Term and shall automatically renew for another Subscription Term of the same duration as the preceding Subscription Term at the end of each Subscription Term (including any Subscription Term that has been so renewed). Either Party may give written notice to the other Party, not later than 1 month before the end of a Subscription Term, to terminate a Subscription at the end of such Subscription Term.

13.2 The Subscription may be terminated at any time with immediate effect (of following such notice period as a QuickCase sees fit) by written notice to the Customer if the Customer:

13.2.1 commits any material breach of any term of these Licence Terms which is not capable of remedy;

13.2.2 commits a material breach of any form of these Licence Terms which is capable of remedy, and fails to remedy the same within 30 days of a written notice from QuickCase giving particulars of the breach and requiring it to be remedied;

13.2.3 makes a proposal for a voluntary arrangement within Part I of the Insolvency Act 1986 or a proposal for any other composition, scheme or arrangement with (or assignment for the benefit of) its creditors generally or if the Customer shall be unable to pay its debts as they fall due within the meaning of Section 123 of the Insolvency Act 1986 or if a trustee, receiver, administrator, administrative receiver or similar officer is appointed in respect of all or any part of the business or assets of the Customer or if a petition is presented or a meeting is convened for the purpose of considering a resolution or other steps are taken for the winding up of the Customer or for the making of an administration order (otherwise than for the purpose of an amalgamation or reconstruction);

13.2.4 (being an individual) is deemed either unable to pay its debts or having no reasonable prospect of doing so or is the subject of a bankruptcy petition or order;

13.2.5 (being an individual) dies or, by reason of illness or incapacity (whether mental or physical) is incapable of managing his or her own affairs or becomes a patient under any mental health legislation;

13.2.6 ceases to carry on its business or substantially the whole of its business or threatens to do any of the same;

13.2.7 if any event analogous to that set out in Conditions 13.2.3 and 13.2.4 shall occur in any jurisdiction in which the Customer is incorporated or resident or carries on business; or

13.2.8 undergoes a Change of Control of the Customer.

13.3 If the Customer fails to pay any Subscription Fees within 5 Business Days of their due date for payment or if QuickCase is otherwise entitled to terminate these Licence Terms in accordance with Conditions 13.1 QuickCase shall have, without prejudice to any of its other rights and remedies, the option,

at its sole discretion, by giving written notice to the Customer, to immediately:

13.3.1 restrict or suspend the Customer's access to the Software forthwith until such Subscription Fees, together with accrued interest payable thereon, have been received in clear funds by QuickCase; or

13.3.2 terminate these Licence Terms forthwith.

14 Consequences of Termination

14.1 The termination of the Subscription howsoever arising shall be without prejudice to any other rights or remedies a Party may be entitled to under these Licence Terms or at law and shall not affect the accrued rights, obligations or liabilities of either Party nor the coming into or continuance in force of any provision of these Licence Terms which is expressly or by implication, intended to come into or continue in force on or after such termination.

14.2 On termination or expiry of the Subscription for any reason:

14.2.1 all rights granted to the Customer and the other members of the User Group under these Licence Terms shall cease;

14.2.2 the Customer and the other members of the User Group must immediately cease all activities authorised by these Licence Terms, including its use of the Software and the Documents;

14.2.3 the Customer and the other members of the User Group must immediately destroy all copies of the Documents then in the possession, custody or control of the Customer or the other members of the User Group; and

14.2.4 QuickCase may disable the Customer's and/or the other members of the User Group's access to the Software and the Documents.

15 Assignment

15.1 QuickCase may at any time assign the benefit (including any present, future or contingent interest or right to any sums or damages payable by the Customer under or in connection with these Licence Terms) or delegate the burden of these Licence Terms without the prior written consent of the Customer.

15.2 The Customer shall not assign the benefit (including any present, future or contingent interest or right to any sums or damages payable by the Customer under or in connection with these Licence Terms) or delegate the burden of these Licence Terms or otherwise sub-contract, mortgage, charge or otherwise transfer any or all of its rights and obligations under these Licence Terms or hold the benefit of these Licence Terms on trust for any other person without the prior written consent of QuickCase.

16 General

16.1 Notices

16.1.1 Any notice to be given by a Party under or in connection with these Licence Terms shall be in writing in English language and delivered by hand, or sent by first class post (or other next Business Day delivery service) or by email to the other Party at such address as notified to the other Party in writing from time to time.

16.1.2 Any such notice shall be deemed to have been received:

- (a) if delivered by hand, at the time the notice is left at the address or given to the addressee;
- (b) in the case of pre-paid first-class UK post or other next Business Day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; or
- (c) in the case of pre-paid airmail, 9.00 am on the fifth Business Day after posting or at the time

recorded by the delivery service; or

(d) in the case of email, at the time that a read receipt is provided.

16.1.3 This Condition 16 does not apply to the service of any proceedings or other documents in any legal action.

16.2 **Announcements.** Except as required by law or any regulatory body of competent jurisdiction, no announcement or communication concerning the existence or contents of these Licence Terms or any ancillary matter shall be made by the Customer without the prior written consent of QuickCase such consent not to be unreasonably withheld or delayed.

16.3 **Further assurance.** Each Party will at all times after date of these Licence Terms do and execute or procure to be done and executed all other necessary acts, deeds, documents and things to give effect to these Licence Terms.

16.4 **Variations.** No variation of these Licence Terms shall be effective unless it is in writing and is signed by an authorised representative of each Party.

16.5 **Third party rights.** No person other than a Party to these Licence Terms may enforce any of its terms. A person who is not a Party to these Licence Terms shall not have any rights under these Licence Terms (Rights of Third Parties) Act 1999 to enforce any terms of these Licence Terms.

16.6 **Waiver.** A failure, delay or neglect by either Party to exercise any right or remedy or enforce any of the provisions of these Licence Terms shall not be construed or deemed to be a waiver or continuing waiver of that Party's rights or remedies, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

16.7 **No partnership.** Nothing in these Licence Terms are intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any Party the agent of the other Party, nor authorise any Party to make or enter into any commitments for or on behalf of the other Party.

16.8 **Severance.** If any of the provisions of these Licence Terms shall be declared invalid or unenforceable in whole or in part by any competent court or other authority whose decisions shall have the force of law binding on the Parties, that provision or part-provision shall, to the extent required, be deemed to be deleted and the validity and enforceability of the other provisions shall not be affected.

16.9 **Governing Law and Jurisdiction**

16.9.1 These Licence Terms and any dispute arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law.

16.9.2 The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Licence Terms or their subject matter or formation (including non-contractual disputes or claims).

Schedule 1 Data Protection

The subject matter and duration of the Processing	<p>Customer Personal Data which is provided by or on behalf of the Customer or User Group to QuickCase or by part of the general performance of QuickCase's other obligations under these Licence Terms.</p> <p>QuickCase will only process Customer Personal Data for as long as is required to comply with these Licence Terms or where it is required to store Customer Personal Data to comply with Applicable Law, or for QuickCase's business record keeping purposes in accordance with its data retention protocols.</p>
The nature and purpose of the Processing	Processing of the Customer Personal Data in order to perform these Licence Terms.
The type of Personal Data being Processed	Names and email addresses.
The categories of Data Subjects	The Customer's and the other members of the User Group's employees, agents, contractors.

Schedule 2 User Group

- 1 The following departments shall be considered as a member of the User Group:
 - 1.1 **[DETAILS]**.