

PRAXONOMY LIMITED

**STANDARD TERMS AND CONDITIONS ("TERMS")
OF THE SOFTWARE-AS-A-SERVICE AGREEMENT**

FOR THE PRAXONOMY BOARD APPLICATION "BOARDLOGIC" ("APPLICATION")

Effective on: 30 November 2023

This Agreement is between Praxonomy Limited, a company incorporated in the United Kingdom with place of business at 8th Floor 1 Southampton Street, London WC2R 0LR United Kingdom ("Praxonomy") and the entity subscribing to the Software-as-a-Service (defined below) ("Client"), either for itself or to manage solutions for its customers, and describes the terms and conditions pursuant to which the Client subscribes to and Praxonomy provides the Software-as-a-Service.

By accepting these Terms, by clicking a box indicating your acceptance during the online sign-up process, or by executing a Praxonomy Order Form (as defined below) that references these Terms, or by using or accessing the Praxonomy Software-as-a-Service, you agree to be bound by these Terms. If you are entering into this Agreement (as defined below) on behalf of a company or other legal entity, you represent that you have the authority to bind such entity and its affiliate to these Terms, in which case the "Client" shall refer to such entity and its affiliates. Praxonomy will process any personal data submitted by you in signing up for or using the Software-as-a-Service in accordance with its Privacy Policy at www.praxonomy.com/legal/privacy-policy, as may be changed from time to time.

Please note that Praxonomy may from time to time revise these Terms due to changes in our Services and the laws that apply to us and you. When the Terms change, we will post the updated terms on <http://www.praxonomy.com/legal/terms-of-service-uk> stating the effective date of the revised Terms. Provided that the effective date of the revised Terms predates the end of your then-current Subscription Term by at least 45 days, the revised Terms will be the Terms incorporated into the Agreement upon commencement of the Renewal Term (and not the Terms which comprised part of the Agreement in the immediately preceding Subscription Term). If you do not agree to the revised Terms, you should terminate the Agreement on at least 30 days' notice prior to the end of your then-current Subscription Term.

IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT FULLY AGREE WITH THESE TERMS, YOU MUST NOT ACCEPT THESE TERMS AND ANY USE OF THE SERVICE IS UNAUTHORISED.

IF YOU ARE OR THE CLIENT IS A DIRECT COMPETITOR OF PRAXONOMY OR WORK(S) FOR OR WITH A DIRECT COMPETITOR OF PRAXONOMY, YOU (THE CLIENT) MAY NOT REGISTER FOR OR ACCESS THE SERVICES EXCEPT WITH PRAXONOMY'S PRIOR WRITTEN CONSENT.

1 Definitions and Interpretation

1.1 In this Agreement, unless the context otherwise requires, the following words have the following meanings:

"Account" means any account or instances created by or on behalf of the Client for access and use of the Software-as-a-Service;

"Administrator" means a person authorised to act on the Client's behalf who is authorised to set up and use the Account;

"Agreement" means this Software-as-a-Service Agreement to which the Client is required to agree before using the Services comprising, where appropriate, an Order Form (in whatever format) (incorporating details of the Account, Product Plan, Subscription Term and Client administrator details) and these Terms;

“Application” means Praxonomy’s proprietary software application as described above, including any applicable error corrections, updates, upgrades, modifications and enhancements to it;

“Charges” means the charges payable by the Client for the Services as described in the Product Plan and other charges falling due in accordance with this Agreement;

“Client” has the meaning given above;

“Client Data” means the information, data and content input into or used in the Software-as-a-Service by the Client, Administrator or Users;

“Confidential Information” means all materials and/or information of commercial value, whether or not marked or otherwise identified as confidential, in whatever form or medium, whether oral or written, disclosed or made available by a party to the other party, including commercial or technical know-how, technology, information pertaining to business operations and strategies, and information pertaining to customers, Personal Data, pricing and marketing, and any other subject matter which by its nature would be reasonably known to be confidential or proprietary, and all copies of such materials and information and, for clarity, including (in the case of Praxonomy’s information) information relating to the Application or any of its constituent parts, specifications, formulae, processes, methods, data, compilations, algorithms and code;

“Customer Details” means the details input by the Client on the Order Form, such as Client name, billing address, contact address, billing contact details, selected Product Plan, Account, Administrator, Administrator’s email address, number of initial Users and such other information as may be required by Praxonomy from time to time;

“Data Protection Addendum” means Praxonomy’s Data Processing Addendum to be entered into by Client and Praxonomy where Client Data includes Personal Data (as defined by Data Protection Laws);

“Data Protection Laws” means all applicable UK and European Union data protection and privacy laws and regulations which might apply to the parties in the provision of the Services, including, but not limited to the General Data Protection Regulation (EU Regulation 2016/679) (the “GDPR”), UK GDPR, Data Protection Act 2018 (and any supplemental or replacement legislation) and the domestic legislation of each EU Member State implementing and supplementing the GDPR, as well as other laws of the United Kingdom, European Union or any Member State thereof to which the Processing of Client Data is subject, as amended, replaced, or superseded from time to time;

“Free Trial” means a trial basis free of charge for a limited time period specified in the Product Plan and Order Form, without support and on an “as is” basis with no warranties, pursuant to clause 4;

“Intellectual Property Rights” means any patent, right to patent, copyright, design rights (registered and unregistered), trade mark and service mark (whether or not registered), trade and business names (including internet domain names and e-mail address names), database rights, know-how, trade secrets, unpatented inventions and any other intellectual property rights in any relevant jurisdiction;

“Order Form” means Praxonomy’s registration form, in hard copy or electronic format, whether submitted by the Client online or otherwise, setting out the Customer Details;

“Personal Data” means any information relating to an identified or identifiable natural person (‘data subject’); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;

“Processing” means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alternation, retrieval, consultation, use, disclose by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction;

“Product Plan” means the subscription options for the Software-as-a-Service, content storage quota, number of organisations allowed, out-of-hours support, and other features, as set out on www.praxonomy.com. A Product Plan may be made available on a Free Trial basis;

“Renewal Term” has the meaning set out in Clause 2;

“Services” means the Software-as-a-Service provision and other related services, as agreed, to be provided under this Agreement;

“Software-as-a-Service” means the services provided under this Agreement that Praxonomy provides to allow the Administrator and Users to access and use the Application;

“Subscription Term” means the initial period of subscription to the Software-as-a-Service as stated in the Order Form;

“User” means in the case of an individual entering into this Agreement with Praxonomy on his or her own behalf, such individual; in the case of an individual entering into this Agreement with Praxonomy on behalf of a company or other legal entity, an individual who is authorised by the Client to use the Software-as-a-Service, for whom the Client has purchased a subscription, and to whom the Client (or, when applicable, Praxonomy at the Client’s request) has supplied a user identification and password (for Services utilising authentication). Users may include, for example, the Client’s employees, consultants, contractors and agents, and third parties with which the Client conducts business.

- 1.2 In this Agreement words importing the singular include the plural and vice versa and words importing gender include any other gender.
- 1.3 The headings of Clauses are for ease of reference and will not affect the construction of this Agreement.
- 1.4 Except as set out in this Agreement, no other terms shall apply, even where specified in the Client’s purchase order or otherwise.

2 Registration, Commencement and Duration

- 2.1 In order to use the Software-as-a-Service the Client shall have completed the subscription process by filling in and submitting the Order Form. The Client shall ensure that the Customer Details are true, current, complete and accurate in all respects. If any of the Customer Details change during the term of this Agreement, Client shall promptly notify Praxonomy of the same by email to support@praxonomy.com or shall update the Customer Details through the Software-as-a-Service.
- 2.2 This Agreement will commence on acceptance by Praxonomy of the Client’s Order Form, as confirmed by Praxonomy by email to the Administrator. The Services will commence on the date notified by Praxonomy to the Administrator by email and will continue for the Subscription Term and thereafter will renew automatically for subsequent 12 month periods (each a “Renewal Term”) until it expires or terminates pursuant to this Agreement or until terminated by either party per the end of the Subscription Term or subsequent Renewal Term on serving not less than one month’s written notice to the other party. Where the Client has opted for a Free Trial, the Free Trial shall be for the Trial Period (as defined in clause 4.1) and the Subscription Term shall commence at the end of the Trial Period, unless terminated by the Client in accordance with clause 4.1. Praxonomy will send the activation email to the Client on commencement of the Services.

- 2.3 On confirmation of registration, the Client shall be entitled to invite two types of user accounts to the Software-as-a-Service: “Users” and “Administrators”. The Client shall ensure that the Users and Administrators comply with the terms of this Agreement.

3 Licence and Intellectual Property Rights

- 3.1 Subject to the Client’s compliance with the terms of this Agreement, Praxonomy grants to the Client, on and subject to the terms and conditions of this Agreement, a non-exclusive, non-transferable, non-sublicensable licence to allow the paid for Administrator and Users to access the Application through the Software-as-a-Service and to use the Services and Application solely for the Client’s legitimate business purposes and in accordance with this Agreement.

- 3.2 The Client shall not, and warrants that its Administrator and Users shall not:

- 3.2.1 (attempt to) copy, duplicate, modify, translate or create derivative works from or distribute all or any portion of the Application or use the Application for development, compilation, debugging or similar design-time purposes; or
- 3.2.2 (attempt to) reverse compile, decompile, disassemble, reverse engineer, reverse assemble or disassemble, unlock, analyse or otherwise (attempt to) reduce to human-perceivable form all or any part of the Application or its underlying algorithms; or
- 3.2.3 access all or any part of the Application or Services in order to build a product or service which competes with the Application and/or the Services; or
- 3.2.4 resell the Services or any part of them; or
- 3.2.5 use or permit anyone else to use the Services (or any part of them) for illegal purposes or for the transmission of material that is unlawful, harassing, libellous, invasive of the privacy of a third party, abusive, hate-related, violent, threatening, obscene, malicious, advocating, inciting or advancing criminal, illegal or unlawful behaviour or that infringes or misappropriates the rights or intellectual property of others; or
- 3.2.6 rent, lease, loan, sublicense, distribute or otherwise transfer rights to the Services (or any part of them); or
- 3.2.7 use the Services in an attempt to, or in conjunction with, any device, program or service designed to circumvent technological measures employed to control access to, or the rights in, a content file or other work protected by the copyright or information security laws of any jurisdiction; or
- 3.2.8 remove or modify any trade marks, trade names, service marks, logos or brand used in the Services; or
- 3.2.9 access or use the Services in any way intended to improperly avoid incurring fees; or
- 3.2.10 misrepresent its identity, including without limitation by imitating or impersonating Praxonomy employees, any other person or his or her email address or creating false accounts for the purpose of sending spam or for any other purpose; or
- 3.2.11 probe, scan, or test the vulnerability of any Praxonomy systems or networks without obtaining Praxonomy’s prior written consent; or
- 3.2.12 include any special categories of Personal Data (as defined in the Data Protection Laws) in any Client Data uploaded to the Services, unless otherwise agreed with Praxonomy in a Data Processing Addendum.

- 3.3 Any use in contravention of the terms at clause 3.2 above shall automatically and unconditionally terminate the Client's licence to use the Services.
- 3.4 The Intellectual Property Rights in the Application used to provide the Services, accompanying reference manuals and written materials and any other software accessible by the Client in connection with the provision of the Services (including any modifications or alterations or additions made at the request of the Client to the Application used to provide the Services) will be owned by Praxonomy. The Client will not, and will ensure that Administrators and Users do not, copy, modify or adapt any of such Application, manuals or written materials.
- 3.5 All Intellectual Property Rights in and to the Praxonomy trade marks belong to and vest in Praxonomy absolutely and all right, title and interest to any goodwill or other rights arising from the use of the Praxonomy trade marks in the Services shall accrue to Praxonomy absolutely.
- 3.6 The Client agrees that Praxonomy may use its name and logo to identify the Client as a Praxonomy client on Praxonomy's website or in other Praxonomy sales or marketing materials. Praxonomy will not issue any press releases without the Client's prior written consent.

4 Free Trial

- 4.1 Praxonomy may make the selected Product Plan available to the Client on a Free Trial basis for a limited time period specified in the Order Form ("Trial Period"), prior to the commencement of the Subscription Term. During any Free Trial, the Client will not be charged during the Trial Period. Free Trials may be subject to various limitations, including, without limitation, a limited number of Users and/or a limited time period for the Free Trial. When the Client agrees to a Free Trial, it may be asked to authorise, and by accepting the terms of this Agreement (by using the Services (or any part of them) or submitting an Order Form), the Client hereby expressly authorises Praxonomy to charge the applicable Charges for the Services to the Client's specified payment method upon the expiration of the Free Trial, in each case, as set forth on the Order Form. For the avoidance of doubt, the Client shall notify Praxonomy in writing of its decision to terminate the Free Trial at least one day before the last day of the Trial Period.
- 4.2 Unless terminated according to the terms set forth above, the Subscription Term automatically commences immediately at the end of a Free Trial and the Client will be billed for the Subscription Charges in full.
- 4.3 If the Client decides not to take out a subscription to the Service(s) (i.e. by terminating a Free Trial in accordance with this Agreement), Praxonomy will follow its normal procedure of suspension and termination as described in this Agreement. Praxonomy reserves the right to discontinue or modify any promotions, credits or other free offer any time in its sole discretion.
- 4.4 Any data the Client, its Administrators or Users enter into the Service(s) during the Free Trial will be permanently lost at the expiration of the Trial Period unless the Client pays to subscribe to the same Product Plan as covered by the Free Trial.

5 Provision of Software-as-a-Service

- 5.1 The Client and its Administrators may appoint additional Administrators of its Account via the Application interface. The Client and its Administrators may add Users by making a request via support@praxonomy.com or by contacting Praxonomy's Account Executive. Additional fees for those Users will be payable in accordance with clause 9.
- 5.2 Upgrades and Downgrades: Client may upgrade or downgrade within a Product Plan or between two Product Plans. Client acknowledges that downgrading may cause loss of data, content, features or capacity of the Service(s) as available to Client before downgrading its Account and that Praxonomy will not be liable for such loss. Further, Client acknowledges that if it upgrades, the new Subscription Charges become immediately applicable. Client may upgrade at any time during its current Subscription Term, and the new Subscription Charges for the remainder of the then-current Subscription Term will be charged on a prorated basis and its credit card will be

charged automatically upon upgrade or Praxonomy may in its sole discretion invoice for the new Subscription Charges or accept payment in any other form. Client may downgrade its Account only upon renewal, by serving thirty (30) days written notice to Praxonomy prior to the end of the Client's then-current Subscription Term and the new Subscription Charges are payable for the Renewal Term.

- 5.3 Client is responsible for backing up the Client Data on a regular basis and for exporting a copy of the Client Data prior to the effective date of termination of this Agreement.
- 5.4 Users in the system may not share their user accounts with, or disclose their passwords to, another party.
- 5.5 If Client's usage is above the feature quotas in the Client's subscription, Praxonomy will notify it about its overuse. If in 14 days upon delivery of such notice, Client does not upgrade and increase the applicable feature quota to sufficiently accommodate its actual usage, or if Client does not decrease its usage (e.g. deleting files from the Account to free up content storage), Praxonomy may, at its sole discretion and without further notice, suspend Client's access to the Service or terminate Client's Account.
- 5.6 The Services are subject to certain limits (independent from Products Plans and feature quotas), such as maximum file size per file upload, file types for file uploads and minimum and maximum resolution and/or dimension for profile photos. These limits are documented or described on support.praxonomy.com, as amended from time to time. Praxonomy reserves the right to block such files and content or to remove it in its sole discretion.
- 5.7 The Service may be incorporated into, and may incorporate, technology, software and services owned and controlled by third parties. Use of such third-party software or services is subject to the terms and conditions of the applicable third-party license agreements (including, without limitation, terms of use and terms of service agreements posted on third-party websites and privacy policies posted on third-party websites), and you agree to look solely to the applicable third-party and not to the Company to enforce any of your rights in relation thereto.
- 5.8 In the course of providing the Services, Praxonomy may gather usage data in an aggregated and anonymised form from all Praxonomy's clients for the purpose of monitoring the use of the Services. Client agrees that Praxonomy may use and publish such information, provided that such information does not incorporate any Customer Details and/or identify the Client directly or indirectly. Client further acknowledges that such aggregated and anonymised usage data may be used for analytics or benchmarking purposes.

6 Support

- 6.1 Except in relation to a Free Trial (where, for the avoidance of doubt, no support is included), Praxonomy will provide standard technical support as described in its support policies at support.praxonomy.com (as amended from time to time). Praxonomy will provide support to the Client's designated support contacts (who must be Users or Administrators) via support@praxonomy.com and through such other means as case management and phone as it may in its sole discretion agree from time to time. The support availability and means of support may vary according to the Product Plan the Client has selected.
- 6.2 The Client will promptly report to Praxonomy all identified attempts (whether successful or not) by unauthorised persons (including unauthorised persons who are employees of the Client) either to gain access to or to interfere with the Software-as-a-Service.
- 6.3 Praxonomy reserves the right at all times without prior notice to suspend the Client's access to, and/or the provision of, any of the Services for such period as is necessary to carry out emergency system maintenance, emergency upgrading, emergency testing and/or repair, but it shall endeavour to give prior notice to the Client where reasonably practicable.

7 Data Protection

- 7.1 If Client Data submitted to, or otherwise Processed in the Services is to include any Personal Data, the Parties hereby record their intention that the Client will be the data controller and Praxonomy will be the data processor. Furthermore, prior to the Processing of any Personal Data regulated by Data Protection Laws, the Parties shall enter into the Data Protection Addendum. Praxonomy shall process any personal data comprised in the Client Data as set out in its Privacy Policy available at www.praxonomy.com/legal/privacy-policy.
- 7.2 Unless and until the Parties have entered into the Data Processing Addendum or at any time the Data Protection Addendum is not in full force and effect, the Client shall be prohibited from Processing Personal Data regulated by Data Protection Laws in the Software-as-a-Service or the Application and shall not commence any such Processing activities until the Data Protection Addendum is in full force and effect.

8 Warranties

- 8.1 Praxonomy hereby warrants to the Client that it will provide the Services:
- 8.1.1 with reasonable skill and care;
 - 8.1.2 using appropriately qualified and experienced personnel;
 - 8.1.3 materially in accordance with the applicable service description published on www.praxonomy.com, as may be amended from time to time on not less than 60 days' notice to the Client by email, through the Services or Application or otherwise in writing.
- 8.2 Praxonomy warrants that it owns or otherwise has sufficient rights in the Application to grant to the Client the rights granted under this Agreement.
- 8.3 The parties warrant that the persons executing this Agreement are authorised to do so on behalf of the relevant parties and that the execution, delivery and performance of this Agreement does not in any way conflict with any other agreement including, but not limited to, any policy or guidelines binding on those persons.
- 8.4 The Client warrants that:
- 8.4.1 it will use reasonable commercial endeavours, including using up-to-date virus-checking routines, to ensure that its data and content transmitted to the Services remain free from viruses and other malicious code;
 - 8.4.2 it will obtain and maintain any required consents (or have another lawful basis) to permit the Processing of Personal Data, as required by the Data Protection Laws; and
 - 8.4.3 in using the Services it will comply with all applicable laws.
- 8.5 Except as aforesaid, Praxonomy hereby excludes and disclaims all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, including, without limitation, that the Services will be uninterrupted or virus or error free, that any material downloaded through the Services will be virus free, or that the Services will be of satisfactory or merchantable quality.
- 8.6 Without prejudice to the generality of the foregoing, in relation to the Free Trial, the Client accepts that this is provided on an "as is" and "as available" basis and no warranty is given about the Services, their availability, quality or otherwise, whatsoever.

9 Charges and Payment

- 9.1 Unless otherwise specified in the Order Form, the Subscription Charges are based on the Product Plan selected by the Client and are due in full and payable annually in advance until

such time as the Client's subscription to the Services is terminated in accordance with this Agreement. Praxonomy reserves the right to change the timing of its billing as necessary, from time to time, and at any time. Additional Users will be charged immediately on a prorated basis for the remainder of the then-current Subscription Term. The Client may reduce Users for the next Renewal Term by giving 30 days' written notice prior to the end of the then-current Subscription Term provided that the new total number of Users is not below the minimum User amount specified by Praxonomy from time to time.

- 9.2 Unless otherwise agreed, renewal of any promotional or one-time priced subscriptions will be priced at the applicable list price in effect at the time of renewal.
- 9.3 The Client may pay the Subscription Charges by credit card, or other accepted payment method as specified in an Order Form. For credit card payment, payment is due immediately upon the Client's receipt of Praxonomy's invoice. Client hereby authorises Praxonomy or Praxonomy's authorised agents, as applicable, to charging the Client's credit card upon its subscription to the Service(s) (and any renewal thereof). For payments through other accepted methods, payment is due within fourteen (14) days of Praxonomy's invoice date unless otherwise stated in an Order Form. If the Client's subscription comes with a Free Trial, charging occurs immediately after the Trial Period ends.
- 9.4 Unless the Client's subscription is cancelled in accordance with clauses 2.2 or 13 of this Agreement prior to the end of the Client's current Subscription Term or Renewal Term, the Client's subscription will be automatically renewed for an additional 12 months and Praxonomy will automatically bill you on the anniversary of the date on which you first commenced the Subscription Term.
- 9.5 All payment obligations are non-cancellable, and all amounts paid are non-refundable
- 9.6 Praxonomy reserves the right to the change prices of subscriptions and Product Plans not more than once in any 12 month period. Where Client's subscription is for 12 months or more, such changes will come into effect from the end of the Client's then current Subscription Term. If there is a specific duration and price offered to the Client, or the Client has selected a committed period (in each case as specified in the Order Form), the price will remain the same during the specified time period, and the Client's Subscription Charges will not change during a Subscription Term unless otherwise agreed in writing. Praxonomy will provide at least 60 days advance notice to the Client about price changes.
- 9.7 Praxonomy may use a trusted third-party service provider to manage credit card and other payment processing, provided, that such service provider is not permitted to store, retain or use Client's payment account information except to process Client's credit card and other payment information for Praxonomy in connection with this Agreement. Client must notify Praxonomy of any change in its credit card or other payment account information by emailing Praxonomy at support@praxonomy.com.
- 9.8 Pursuant to clause 5.5, Client acknowledges that if it upgrades, the new Subscription Charges become immediately applicable for the remainder of the then-current Subscription Term and the excess will be charged on a prorated basis for the remainder of the Subscription Term and its credit card will be charged automatically upon upgrade. Client may downgrade its Account upon renewal of its subscription with thirty (30) days' written notice to Praxonomy prior to the end of the Client's then-current Subscription Term and the new Subscription Charges are payable for the Renewal Term.
- 9.9 Applicable Taxes: Unless otherwise stated, the Subscription Charges do not include any taxes, levies, duties or any government assessments, including value-added, sales, use or withholding taxes assessable by any local, state, provincial or foreign jurisdiction ("Taxes"). Client is responsible for any Taxes that would be levied against it. Praxonomy will invoice Client for such

Taxes if Praxonomy reasonably believes it has a legal obligation to do so and Client agrees to pay such Taxes if so invoiced.

- 9.10 Overdue payments: Praxonomy will notify Client if it does not receive payment in full of the Subscription Charges by the due date for the applicable invoice(s). If Praxonomy does not receive payment from Client by the due date additional charges and fees may accrue, in addition and without prejudice to Praxonomy's other remedies available under the applicable law; Praxonomy shall be entitled to:

9.10.1 charge interest for late payment at 4% per annum, accruing on a daily basis from the date such payment was due until the date paid in full plus any applicable costs including but not limited to attorney's fees in connection with the recovery or collection of such late payments; and/or

9.10.2 suspend Client's access to and use of the Service until Praxonomy receives Client's payment of the Subscription Charges as specified herein; and/or

9.10.3 terminate this Agreement in accordance with clause 13.

10 Client Data

- 10.1 All right title and interest in and to the Client Data shall be owned at all times by the Client and the Client shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Client Data. The Client gives Praxonomy a non-exclusive right to use such content and data solely in connection with this Agreement and for the purpose of the provision of the Services in accordance with this Agreement.

11 Confidentiality

- 11.1 Each party (the "Receiving Party") undertakes to keep confidential and secret and not to copy, adapt, modify or divulge to any third party and not to use any Confidential Information of the other party (the "Disclosing Party") otherwise than in the exercise and performance of its rights and obligations under this Agreement.

- 11.2 Praxonomy and Client each undertake to immediately inform the other if it becomes aware of the possession, use or knowledge of, or of any attempt(s) to gain access to or possession of, any of the Confidential Information by any person not authorised to possess, use or have knowledge of the Confidential Information and that it will at the request of the other party provide such reasonable assistance at its own expense as is required by such other party to deal with such event.

- 11.3 The provisions of clauses 11.1 and 11.2 will not apply to any information which:

11.3.1 is in or enters the public domain other than by breach of clauses 11.1 and 11.2; or

11.3.2 is obtained from a third party who is lawfully authorised to disclose such information; or

11.3.3 the Disclosing Party confirms in writing may be disclosed (on whatever terms it considers appropriate, in its sole discretion); or

11.3.4 is required to be disclosed by law or order of a court of competent jurisdiction, provided the Receiving Party uses reasonable efforts to limit disclosure and to obtain confidential treatment or a protective order and has given the Disclosing Party as much notice of such disclosure as possible where notice of disclosure is not prohibited.

- 11.4 For the avoidance of doubt, any suggestions, enhancement requests, recommendations or feedback made by the Client to Praxonomy, whether or not solicited by Praxonomy, shall comprise the Confidential Information of Praxonomy and Praxonomy shall be entitled to use any

such suggestions, enhancement requests, recommendations or feedback as it sees fit in its sole discretion.

12 Limitation of Liability and Disclaimers

12.1 This Clause 12 sets out the entire financial liability of Praxonomy (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Client:

12.1.1 for any damages arising under or in connection with this Agreement;

12.1.2 in respect of any use made by the Client of the Services, the Application or any part of them; and

12.1.3 in respect of any representation, misrepresentation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.

12.2 Except as expressly and specifically provided in this Agreement:

12.2.1 the Client assumes sole responsibility for results or other output obtained from the use of the Application and the Services by the Client, Administrators and the Users;

12.2.2 the Services provided during the Free Trial are provided on an “as is” and “as available” basis with no warranty, condition or liability given or accepted;

12.2.3 Praxonomy shall have no liability for any damage caused by errors or omissions in any Client Data or any other information, instructions or content provided to Praxonomy by the Client, its Users or Administrators, in connection with the Services, or any actions taken by Praxonomy at the Client’s direction; and

12.2.4 all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Agreement in accordance with clause 8.5.

12.3 Nothing in this Agreement excludes or limits the liability of either party:

12.3.1 for death or personal injury caused by that party’s negligence; or

12.3.2 for fraud or fraudulent misrepresentation.

12.4 Subject to clause 12.3:

12.4.1 neither party shall be liable whether in contract, tort (including for negligence breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise for any loss of revenue, loss of profits, loss of business or contracts, loss of actual or anticipated savings, depletion of goodwill and/or similar losses or loss of or corruption to data or information, or pure economic loss, or for any special, incidental, indirect or consequential loss, costs, damages, charges or expenses however arising under this Agreement, in each case even if it has been advised of the possibility of the same; and

12.4.2 save in relation to any breach by Client of clauses 7.2 or 8.4.2 each party’s total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited to the Subscription Charges paid by Client for the Services during the 12 months preceding the date on which the claim arose.

13 Suspension and Termination

- 13.1 In addition to its rights at clause 2.2, either party may (without prejudice to its other rights) terminate this Agreement by notice in writing to the other if the other party:
- 13.1.1 defaults in due performance or observance of any material obligation under this Agreement and (in the case of a remediable breach) fails to remedy the default within thirty (30) days of receipt of the terminating party's notice so to do, and such termination will take effect either immediately or at a date specified in the notice provided that this provision will not apply to a failure to pay any sum by the due date; or
 - 13.1.2 becomes bankrupt or insolvent, or if the other party's business is placed in the hands of a receiver or trustee, whether voluntarily or otherwise, and such termination will take effect either immediately or at a date specified in such notice.
- 13.2 Praxonomy will have the right to suspend the Services (or terminate this Agreement pursuant to clause 13.1.1) on serving written notice with immediate effect if the Client does not pay any sum within 30 days of Praxonomy's written notice.
- 13.3 Praxonomy may also suspend the provision of the Services under this Agreement pursuant to clause 5.3.
- 13.4 Praxonomy may terminate this Agreement and the Services with immediate effect on serving written notice where it is unable to verify or authenticate the Customer Details or any other information provided by the Client.
- 13.5 If any period of suspension continues for a period of 20 calendar days or more, Praxonomy shall have the right to terminate this Agreement and the Services with immediate effect.

14 Consequences of Termination

- 14.1 On termination of this Agreement for any reason:
- 14.1.1 all licences granted under this Agreement shall immediately and automatically cease; and
 - 14.1.2 the Client will immediately stop accessing the Services and undertakes not to access or attempt to access Praxonomy's systems or the Services in any way whatsoever; and
 - 14.1.3 each party shall return and make no further use of any equipment, property, materials, Confidential Information (excluding Client Data) and other items (including all copies of them) belonging to the other; and
 - 14.1.4 Praxonomy will destroy or otherwise dispose of the Client Data in its possession, except for Personal Data, which Praxonomy will delete or return, at the Client's election. All Personal Data shall be processed in accordance with Praxonomy's Privacy Policy at www.praxonomy.com/legal/privacy-policy, and the Data Processing Addendum; and
 - 14.1.5 all Subscription Charges and other charges and fees outstanding or due at the date of termination shall be due and payable by the Client forthwith.
- 14.2 Any termination of this Agreement will not affect any accrued rights or liabilities of either party nor will it affect the coming into force or the continuance in force of any provision of this Agreement which is expressly or by implication intended to come into or continue in force on or after such termination.

15 Force Majeure

- 15.1 Neither Praxonomy nor the Client will be liable to the other under this Agreement for any failure to perform its obligations hereunder other than payment obligations or for any loss or damage

which may be suffered by the other party due to any circumstances beyond its reasonable control including, without limitation, any act of God, failure or shortage of power supplies, flood, lightning or fire, strike or other industrial action, the act or omission of Government or other competent regulatory authority, war, military operations, epidemic, quarantine restrictions or riot. Praxonomy bears no responsibility for any adverse effect on the Services (including, but not limited to, server failure or slow response time) caused by any acts of the Client in violation of this Agreement.

- 15.2 If either the Client or Praxonomy wishes to rely on this Clause 15 it will send written notice to the other party explaining the relevant force majeure circumstances as soon as reasonably possible.

16 General

- 16.1 This Agreement is personal to the Client and may not be assigned by it to any third party in whole or in part, including by sale of assets, merger, consolidation or otherwise, without the prior written consent of Praxonomy, not to be unreasonably withheld. In relation to any third party software comprised in the Application, the rights to enforce any of the rights in this Agreement against the Client shall be directly enforceable by both Praxonomy and its licensors.
- 16.2 Praxonomy has the right to subcontract any part of the Services to such third party service provider it deems appropriate. In the event of any such subcontracting, Praxonomy shall remain responsible for all acts and omissions of the applicable third party service provider.
- 16.3 The terms of these Terms will not be varied or amended unless such variation or amendment is agreed by separate agreement specifically drafted for purpose and executed by duly authorised representatives from the Client and Praxonomy.
- 16.4 If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, the provision will be severed and the remainder of the provisions of this Agreement will continue in full force and effect as if this Agreement had been executed with the invalid, illegal or unenforceable provision eliminated.
- 16.5 No failure or delay on the part of either of the parties to this Agreement to exercise any right or remedy under this Agreement will be construed or operate as a waiver nor will any single or partial exercise of any right or remedy preclude the further exercise of such right or remedy as the case may be. The rights and remedies provided in this Agreement are cumulative and are not exclusive of any rights or remedies provided by law.
- 16.6 This Agreement constitutes the entire understanding between the parties relating to the subject matter hereof unless any representation or warranty made about this Agreement was made fraudulently and, save as may be expressly referred to or referenced in this Agreement, supersedes all prior representations, writings, negotiations or understandings with respect hereto.

17 Notices and Communications

- 17.1 Any notice or other document to be given under this Agreement will be in writing and will be deemed to have been duly given if left at or sent by hand or by registered post, or electronic media (including email) to a party at the address or email address set out in the signature section of this Agreement or such other (electronic) address as one party may from time to time designate by written (email) notice to the other.
- 17.2 Any such notice or other document will be deemed to have been received by the addressee three working days following the date of dispatch if the notice or other document is sent by registered post, or simultaneously with the delivery or transmission if sent by hand or at the moment of receipt of a confirmation for receipt in the case of email or other electronic means.

18 Anti-Bribery and Anti-Corruption

- 18.1. Praxonomy shall:
- 18.1.1. comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 and Criminal Finances Act 2017 (**Relevant Requirements**);
 - 18.1.2. not engage in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010 and / or Criminal Finances Act 2017 if such activity, practice or conduct had been carried out in the UK;
 - 18.1.3. have and shall maintain in place throughout the term of this agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010 and Criminal Finances Act 2017, to ensure compliance with the Relevant Requirements and clause 18.1(b) and will enforce them where appropriate;
 - 18.1.4. promptly report to the Client any request or demand for any undue financial or other advantage of any kind received by Praxonomy in connection with the performance of this Agreement.
- 18.2. Praxonomy shall ensure that any person associated with them who is performing services in connection with this agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on Praxonomy in this clause 18 (**Relevant Terms**). Praxonomy shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to the Client for any breach by such persons of any of the Relevant Terms.
- 18.3. Breach of this clause 18 shall be deemed a material breach under clause 12.
- 18.4. For the purpose of this clause 18 the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act and similar provisions of the Criminal Finances Act 2017 respectively. For the purposes of this clause **Error! Reference source not found.**8 a person associated with Praxonomy includes but is not limited to any subcontractor of Praxonomy.

19 Modern Slavery

- 19.1. In performing its obligations under the agreement, Praxonomy shall:
- 19.1.1. comply with all applicable anti-slavery and human trafficking laws, statutes, regulations from time to time in force including but not limited to the Modern Slavery Act 2015; and
 - 19.1.2. not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK;
 - 19.1.3. inform its direct subcontractors and suppliers of its Modern Slavery Statement (in the form disclosed to the Client) as updated from time to time and shall for new subcontractors and suppliers direct them to comply with Praxonomy's Ethics Policy and commitments set out in Praxonomy's Modern Slavery Statement;
 - 19.1.4. notify the Client as soon as it becomes aware of any actual or suspected slavery or human trafficking in a supply chain which has a connection with this Agreement;
 - 19.1.5. maintain a complete set of records to trace the supply chain of all Services provided to the Client in connection with this agreement; and permit the Client and its third party representatives to inspect Praxonomy's premises, records, and to meet Praxonomy's personnel to audit their compliance with its obligations under this Clause 19.

- 19.2 Praxonomy represents and warrants that it not has been convicted of any offence involving slavery and human trafficking; nor has it been the subject of any investigation, inquiry or enforcement proceedings regarding any offence or alleged offence of or in connection with slavery and human trafficking.
- 19.3 The Client may terminate this Agreement with immediate effect by giving written notice to the Supplier if Praxonomy commits a breach of this Clause 19.

20 Governing Law and Disputes

This Agreement will be governed by and construed and interpreted in accordance with the laws of England and Wales (or such of New York, Switzerland and Hong Kong SAR as the Client shall specify on the Order Form), and each party irrevocably submits to the jurisdiction of the courts of such of England and Wales, New York, Switzerland and Hong Kong SAR as the Client shall have elected on the Order Form. For the avoidance of doubt, the United Nations Convention on the International Sale of Goods shall not apply to this Agreement.