

Order Form

(CRN:)

Recite Me Limited (the “Supplier”) Baltimore House, Baltic Business Quarter Gateshead Tyne & Wear NE8 3DF Company Reg No: 07258145 VAT Number: GB 114 6480 30	Limited/LLP/CIC/Other (the “Client”) Client Address
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Description of Services	Authorised Domains
DELETE AS APPROPRIATE <i>Terms of Service - Checker (Scanning Service)</i> <i>Terms of Service - Toolbar</i> Add agreed professional services as needed	
Start Date	
Term	[NUMBER] [months/years] from and including the Start Date
Fees (Ex. VAT)	
Payment Terms	Fees to be paid within 30 days of the date of invoice.
Target Access Date	
Purchase Order Number	

	For the “Supplier”	For the “Client”
Signature		
Contact Name		
Title		
Email Address		
Date		

This Order is subject to the attached Master Services Agreement, together forming the contract between us ('Agreement'). By signing this Order Form, you acknowledge you have read and agree to be bound by the terms of the Agreement

This Master Services Agreement (“**Agreement**”) between Recite Me Limited, of Baltimore House Baltic Business Quarter, Gateshead, Tyne And Wear, NE8 3DF (“**Recite Me**”, “**We**”, “**Us**” or “**Our**”) and _____, a company registered in [COUNTRY], with registered company number [NUMBER] whose registered office is at [ADDRESS] (“**Client**”, “**You**” or “**Your**”) is effective as of the signing date documented on the Order Form (the “**Effective Date**”).

This Agreement supersedes any other agreement between You and Us with respect to Recite Me Products and Services (each as defined below) and applies to all Orders (as defined below), unless You and We expressly agree otherwise in writing in an Order.

1. Definitions and Interpretation

1.1 The definitions and rules of interpretation in this clause apply in these Terms and Conditions.

Authorised Users: those of Your personnel who You allow to access and use our Products and/or Services.

Availability Policy: our availability policy which is available here: [Service Level Agreement](#)

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Client Data: the data which is provided by You to Us, to enable You to access and/or use our Products and/or Services.

Client Websites and Applications: those of the Your websites and web applications for which You can use our Products and/or Services, as specified in the Order.

Confidential Information: information that is proprietary or confidential to the disclosing party which, in the case of Us, includes information relating to Our Products and Services and, in the case of You, includes Your Client Data. Confidential Information does not include any information which is or becomes known publicly (other than through any fault of the receiving party).

Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical and organisational measures: as defined in the Data Protection Legislation.

Control: shall be as defined in section 1124 of the Corporation Tax Act 2010, and the expression **change of control** shall be construed accordingly.

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK.

Documentation: any technical documentation that We provide or make available to You which relates to our Products and/or Services, as updated by Us from time to time.

Fees: means, in respect of the Initial Term, the fees set out in an Order and in respect of any Renewal Term, the fees notified by Us to You in accordance with clause 12.5, which are payable by You to Us for the Products and/or Services referred to in that Order.

Initial Term: the term specified in the Order during which You can access and use the Products and/or Services referred to in that Order, which commences on the start date specified in the Order.

Normal Business Hours: 9.00 am to 5.30 pm local UK time, on a Business Day.

Order: the document(s) signed by You and Us which describe the Products and/or Services, the Fees, the Term and the Support.

Portal: the portal operated by Us through which You and Your Authorised Users can access information relating to Your use of Our Products and/or Services.

Professional Services: means configuration, implementation and/or any other professional services set out in an Order.

Products: means any products of the Services and any other of Our products which we agree to provide to You, as set out in the Order or, in the case of any Products which are added to a current Order, by email, each as amended, varied, upgraded or otherwise modified by Us from time to time in accordance with this Agreement.

Professional Service Fees: the fees payable by the Client to Recite Me in consideration for Recite Me providing the Professional Services, calculated using the rate set out in the relevant Order or, where no rate is given, at Recite Me’s standard rate from time to time for Professional Services.

Programmatic Success Criteria: those success criteria comprising the latest version of WCAG which can be scanned programmatically at the date of this Agreement, as detailed in the Portal.

Renewal Term: each period following the Initial Term or then current Renewal Term, which shall, unless otherwise agreed (including by email), be equal to the length of the Initial Term, during which We will provide You with Our Products and/or Services, unless You or We serve notice on the other in accordance with clause 20.

SaaS: means software as a service.

Scanning Service: Our accessibility scanning technology service, which comprises Us scanning Your Client Websites and Applications for, and providing You with the results of that scan through the Portal.

Services: means the Scanning Services, Professional Services and/or any other services that We agree to provide to You, as set out in the Order or, in the case of any Services which are added to a current Order, by email, and as amended, varied, upgraded or otherwise modified by Us from time to time in accordance with this Agreement.

Term: the Initial Term together with any subsequent Renewal Terms.

Support and Maintenance: means the technical services and support services which we will provide in accordance with our Support Policy which is available here: [Service Level Agreement](#) subject to any limits set out in the Order.

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 re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

WCAG: the latest publicly released version of the Web Content Accessibility Guidelines from time to time.

1.2 A reference to a statute or statutory provision is a reference to it as amended from time to time and include all subordinate legislation made under that statute or statutory provision.

1.3 A reference to writing or written includes e-mail.

1.4 References to clauses are to the clauses of this Agreement.

2. ORDERING OUR PRODUCTS AND/OR SERVICES

2.1 If You wish us to supply You with any of our Products or Services, We will do so if We and You have agreed an Order relating to the same. Each Order, which incorporates these Terms, will form a separate contract between Us and You.

3. YOUR RIGHT TO USE OUR PRODUCTS AND SERVICES

3.1 Provided that You pay the Fees in accordance with clause 12 and comply with the terms of this Agreement, You and Your Authorised Users, have the right, for the Term, to access and use the Products and Services, including any associated Documentation, in relation to Your Client Websites and Applications listed in the Order, for Your internal business use and for the purposes described in the Documentation. You cannot transfer or assign Your rights to any other person or entity.

3.2 You understand that:

- (a) You and Your Authorised Users can only use our Products and/or Services on the Client Websites and Applications listed in the Order;

- (b) only You and Your Authorised Users can use our Products and/or Services.

4. YOUR AUTHORISED USERS

4.1 We allow Your Authorised Users to access and use Our Products and Services on the following conditions:

- (a) You must ensure that none of Your Authorised User bring a claim against Us for any matter arising in connection with this Agreement, Our Products and/or Services; and
- (b) You must ensure that Your Authorised Users comply with the terms of this Agreement. If they fail to do so, You will be responsible for such failure.

4.2 To enable Us to provide Your Authorised Users with access to the Accessibility Scanner Portal, We will need to set up a user account for each Authorised User ("User Account"). You will need to provide Us with the full name, email address and contact telephone number of each person who You wish to be an Authorised User. We will then provide You with a username and password ("Log in Details") for each Authorised User which that Authorised User can use to log into the Portal.

4.3 You:

- (a) must provide accurate and complete information to enable Us to create a User Account for each Authorised User and You must tell us if there are any changes to that information;
- (b) must ensure that each Authorised User keeps his or her User Account and Log in Details confidential and does not share, lend or give them to anyone else, even temporarily;
- (c) must not allow anyone other than Your Authorised Users to access and use Our Products and/or Services;
- (d) must notify Us promptly if an Authorised User no longer requires access to Our Products and/or Services;
- (e) are responsible for any and all activities that occur under a User Account;
- (f) must notify Recite Me immediately if You become aware that any User Account and/or Log in Details have or may be compromised, or if any person or entity gains unauthorised access to any of Our Products and/or Services.

5. IMPORTANT CONDITIONS ON USE OF OUR PRODUCTS AND/OR SERVICES

5.1 You and Your Authorised Users must not upload, store, distribute or transmit on or through any of our Products and/or Services:

- (a) any Viruses;
- (b) any material that:
 - (i) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 - (ii) facilitates illegal activity;
 - (iii) depicts sexually explicit images;
 - (iv) promotes unlawful violence;

- (v) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
- (vi) is otherwise illegal or causes damage or injury to any person or property.

If You or any of Your Authorised Users do so, We can immediately and without notice, disable Your and Your Authorised Users' access to Our Products and/or Services. We will not be in breach of Our obligations to You by doing so.

5.2 You and Your Authorised Users must:

- (a) use Our Products and/or Services only for Your own internal business purposes and in accordance with each Order, this Agreement and the Documentation;
- (b) not, except to the extent any applicable law which is incapable of exclusion by agreement between Us allows you to do so:
- (i) not copy (other than for backup purposes), modify, duplicate, create derivative works from, transmit, or distribute Our Products and/or Services in whole or part, or attempt to do so;
- (ii) de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form any software comprising Our Products and/or Services, or attempt to do so;
- (c) not access any of Our Products and/or Services in order to build a competing product or service;
- (d) not use any of Our Products and/or Services to provide services to third parties;
- (e) remove or modify any proprietary rights notices that appear in the Solution or the Portal.

6. SUPPORT, MAINTENANCE AND AVAILABILITY

- 6.1 We will provide Support and Maintenance, subject to any limits specified within the Order.
- 6.2 We will comply with Service Level Agreement (Availability) in relation to the Portal and any of our Products and/or Services which are provided to You as SaaS.

7. OUR SCANNING SERVICE

- 7.1 If the Scanning Service is specified in an Order, We shall:
 - (a) scan Your Client Websites and Applications against the Programmatic Success Criteria; and
 - (b) provide You with the results of each scan, through the Portal.
- 7.2 It is important that You understand that:
 - (a) the Scanning Service may not identify all accessibility issues with Your Client Websites and Applications;
 - (b) even if You rectify any accessibility issues identified by the Scanning Service, it does not:
 - (i) guarantee that Your Client Websites and Applications will be compliant with the WCAG standards or any other accessibility related laws, rules, regulations, standards and/or guidance ("Accessibility Laws and Standards"); or

- (ii) eliminate the risk of any claims or assertions being made against You in relation to the accessibility or otherwise of Your Client Websites and Applications.

- (c) You are responsible for ensuring that Your Client Websites and Applications are compliant with Accessibility Laws and Standards and for any action You take as a result of Us providing the Scanning Service to You.

8. OUR PROFESSIONAL SERVICES

- 8.1 Any Professional Services will be provided during Normal Working Hours at the location specified in the Order and at the rates specified in the Order (or, if no rates are specified, at Our standard rates at the time the Professional Services are provided).
- 8.2 Our personnel shall comply with any rules or policies that You provide to us in advance, when they are on Your premises.
- 8.3 We will charge You at cost for any travel and expenses incurred in providing the Professional Services, unless stated otherwise in an Order.

9. YOUR CLIENT DATA

- 9.1 You own Your Client Data. You must ensure that it is accurate, complete and up to date and that You and We have the right to use it in relation to Our Products and/or Services.
- 9.2 If any of Your Client Data is lost or damaged by Us, we will try to restore it from the latest back-up maintained by Us. We cannot guarantee that We will be able to do so and We will not be responsible if we are unable to do so.
- 9.3 If any of Your Client Data comprises Personal Data, You and We must comply with Data Protection Legislation. This clause 9.3 is in addition to, and does not relieve, remove or replace, any of the obligations or rights of Us or You under the Data Protection Legislation.
- 9.4 You and We understand that:
 - (a) if We process any personal data as processor on Your behalf when providing Our Products and/or Services ("Your Personal Data"), You are the controller and We are the processor, for the purposes of the Data Protection Legislation;
 - (b) Your personal data may be transferred or stored outside the EEA or the country where You are located, unless the Order states otherwise.
- 9.5 You must ensure that You have the right to provide Us with Your Personal Data and enable Us to use it in accordance with this Agreement.
- 9.6 If we process any of Your Personal Data in providing Our Products and/or Services, We agree that We will:
 - (a) process Your Personal Data only to the extent necessary to provide Our Products and/or Services and in accordance with any other documented written instructions You provide, unless We are required by applicable law to otherwise process Your Personal Data (in which case we will notify you if we are legally permitted to do so);

- (b) only transfer Your Personal Data outside of the European Economic Area and the United Kingdom in accordance with applicable Data Protection Legislation, including by providing an adequate level of protection for any of Your Personal Data that is transferred;
 - (c) help You to respond to any request from a data subject that You receive and in complying with Your obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators, at Your reasonable cost;
 - (d) notify You without undue delay on becoming aware of a personal data breach in relation to any of Your Personal Data which We store or otherwise process;
 - (e) delete or return Your Personal Data (including any copies) to You if You ask us to do so in writing, and on termination of the Agreement, unless We are required by applicable law to retain a copy of Your Personal Data.
- 9.7 You and We confirm that You and We have in place and will maintain appropriate technical and organisational measures in accordance with applicable Data Protection Legislation to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, which shall be appropriate to the harm that might result from the same and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures.
- 9.8 You give your general authorisation for Us to you use third party processors who are listed here: [Third Party Processors](#) to process Your Personal Data. If You object to any new sub-processor we appoint on reasonable grounds relating to the protection of Your Personal Data, You can notify Us. If We cannot resolve your objection in accordance with this clause 9.8 or provide the Products and/or Services without using the new sub-processor, You may terminate the Order relating to the affected Products and/or Services and We will give you a pro-rated refund of any Fees paid in advance in relation to the terminated Products and/or Services.

10. EXPORT

You and We agree to comply with all of our respective obligations under applicable laws and regulations relating to the export, re-export, and transfer of Our Products and/or Services.

11. OTHER OBLIGATIONS OF US AND YOU

- 11.1 To enable Us to provide You with Our Products and/or Services, You must:
 - (a) cooperate with Us, provide Us with any information, instructions and/or access to any of Your premises that we reasonably require and comply with any obligations of Yours in the Order;

- (b) ensure that You have all necessary licences, consents, and permissions for Us to provide the Products and/or Services to You;
 - (c) ensure that Your network and systems comply with any specifications provided by Us to You.
- 11.2 You and We will comply with our obligations under applicable laws in relation to the provision, receipt and/or use (as applicable) of Our Products and/or Services.

12. FEES AND PAYMENT

- 12.1 We will invoice You for the Fees in accordance with the relevant Order.
- 12.2 You must pay each invoice raised by Us within thirty (30) days of the date of the invoice.
- 12.3 If You do not pay the Fees when due, and without prejudice to any other rights and remedies We have, We may, without notice:
 - (a) cease providing Our Products and/or Services until the Fees are paid; and
 - (b) charge interest on any outstanding sum accruing on a daily basis on such due amounts owing at an annual rate equal to 1% over the then current base lending rate of Bank of England from time to time, and we will not be in breach of this Agreement if we do so.
- 12.4 All Fees and other sums referred to in this Agreement and each Order:
 - (a) are payable in the currency specified in the Order;
 - (b) are non-cancellable and non-refundable;
 - (c) must be paid in full without deduction, counterclaim or withholding; and
 - (d) are exclusive of value added tax, which shall be added to Our invoice(s) at the appropriate rate.
- 12.5 We can increase the Fees at the start of each Renewal Term upon 60 days' prior notice to You and the Order shall be deemed to have been amended accordingly.

13. RIGHTS IN OUR PRODUCTS, SERVICES AND ANY IDEAS

- 13.1 We or our licensors own all intellectual property rights in Our Products and Services, including the results of any Professional Services. You only have the right to use Our Products and Services as expressly permitted in this Agreement, each relevant Order and the Documentation.
- 13.2 If You or any of Your Authorised Users provide Us with any ideas, feedback, recommendations, comments or suggestions about Our Products and/or Services (collectively "Ideas"), by entering into this Agreement You:
 - (a) irrevocably assign and transfer, on behalf of Yourself and Your Authorised Users, all intellectual property and other proprietary rights in those Ideas to Us, free of charge from the date they are provided to Us; and
 - (b) agree that We shall become the sole owner of the Ideas from the moment they are provided to Us and We can use, adapt and/or exploit those Ideas as we see

fit without any payment or other obligation to You or any of Your Authorised Users.

The provisions of this paragraph 13.2 shall continue to apply following expiry or termination of this Agreement, for any reason whatsoever.

14. CHANGES TO OUR PRODUCTS AND/OR SERVICES

14.1 We can (but are not required to) make changes (including, without limitation, updates, upgrades, bug fixes, patches and other error corrections) ("Updates") to our Products and/or Services at any time during the Term. We will try to give you reasonable notice of any changes which may materially affect your use of the Products and/or Services. We reserve the right to charge additional Fees for any [optional/additional product, service or feature].

14.2 If We introduce an Update which enables Our Scanning Service to scan against any new Programmatic Success Criteria, it is important to understand that:

- (i) the breadth of tests for those new Programmatic Success Criteria may be narrower than the breadth of tests for existing Programmatic Success Criteria for a period after the Update is first launched;
- (ii) scans for the new Programmatic Success Criteria may result in incorrect test results for a period after the Update is first launched. If You work with Us to report any incorrect test results and if You provide Us with feedback in relation to the scans for the new Programmatic Success Criteria, We will be able to improve the scan results for such new Programmatic Success Criteria more quickly.

14.3 If we make an Update to use any of our Products and/or Services which materially and adversely affects the core functionality of the Products and/or Services, You can terminate the Order (or part) which relates to the affected Products and/or Services and We will give you a pro-rated refund of any Fees paid in advance in relation to those Products and/or Services which are terminated.

15. CONFIDENTIALITY AND PUBLICITY

15.1 This Clause 15 applies where We disclose Confidential Information to You or You disclose Confidential Information to Us. Subject to clause 15.2, the receiving party must keep the disclosing party's Confidential Information confidential and not make it available to any third party other than those of our staff who reasonably need to know it. Neither You or We will use the other's Confidential Information for any purpose other to provide or to receive and use (as appropriate) the Products and/or Services. The receiving party shall ensure that all of its staff who have access to the other's Confidential Information keep it confidential and shall be responsible for any failure by those staff to do so.

15.2 The receiving party may disclose the disclosing party's Confidential Information if and to the extent required by law, provided that the receiving party gives the disclosing party notice in advance of disclosure and

takes into account the reasonable requests of the disclosing party (where it is legally able to do so).

15.3 You agree that, unless otherwise agreed in an Order or You notify us to the contrary, during the Term we can publish Your name and logo on our website and in other promotional materials relating to Our business.

15.4 This clause 15 applies following termination of this Agreement and/or all or any Orders, however arising.

16. OUR PROMISES TO YOU AND YOUR PROMISES TO US

16.1 We will ensure that:

- (a) we will provide any Professional Services in accordance with good industry standards using appropriately qualified personnel who shall exercise reasonable skill and care; and
- (b) our Products and/or Services will perform in accordance with the Documentation in all material respects; and
- (c) We have all necessary licences, consents, and permissions necessary to enable Us to provide the Products and/or Services to You in accordance with this Agreement and each Order.

16.2 If we do not provide Our Products and/or Services in accordance with clause 16.1 (a) or (b) and provided that We can reproduce the defect, We will, at Our own expense, rectify the defect or replace the defective Products and/or Services. We will have no other obligations to You in relation to any defective Products and/or Services.

16.3 We shall not be required to rectify or replace any defective Products and/or Services if the defect is caused by Your or Your Authorised Users' use of the Products and/or Services contrary to this Agreement, the relevant Order(s), the Documentation or Our instructions, in combination with other products and/or services not provided by Us or where the Products and/or Services have been 'modified by anyone other than Us.

16.4 We do not give any other warranties, promises or assurances in relation to Our Products and/or Services. All other conditions, warranties or other terms which might have effect or be implied or incorporated into this Agreement and/or any Order, whether by statute, common law or otherwise, are excluded to the fullest extent permitted by law.

16.5 You understand that if We provide any information, guidance and/or assistance to any Authorised User, whether through his or her User Account, the Portal or otherwise ("Assistance"), that Assistance is for information only. We do not give any warranties, promises or other assurances regarding to that Assistance and we shall have no responsibility or liability to you in such Assistance (including, without limitation, the results of such Assistance), unless we are providing that Assistance as Professional Services, in which case clause 16.1 (a) applies.

16.6 You will ensure that You own or have all the necessary licenses, rights, consents, and permissions to appoint

Us to provide the Products and/or Services in accordance with this Agreement and each Order.

17. INDEMNITIES FROM US TO YOU AND YOU TO US

17.1 We will: (a) defend or settle, at Our cost, any third party claim against You which asserts that any of our Products and/or Services infringes or misappropriates any intellectual property rights of a third party ("**Third Party IP Claim**"); and (b) pay all costs and damages finally awarded against You by a court of competent jurisdiction as a result of any Third Party IP Claim, unless the Third Party IP Claim arises as a result of: (i) Your use of Our Products and/or Services contrary to this Agreement, any relevant Order, the Documentation and/or Our instructions; (ii) the Products and/or Services having been modified by anyone other than Us; (iii) You combining our Products and/or Services with other products and/or services not provided by Us; (iv) You continuing to use of an infringing version of Our Products and/or Services after We have provided You with a non-infringing version.

17.2 If any of Our Products and/or Services or any parts of them are or may, in Our opinion, become subject to a Third Party IP Claim, We will either:

- (a) replace the relevant part(s) of Our Products and/or Services with functionally equivalent non-infringing products and/or services;
- (b) obtain a license for Your continued use of the relevant part(s) of the Products and/or Services; or
- (c) terminate this Agreement or the applicable Order for the infringing part of the Products and/or Services and provide a pro-rata refund of the license fees that You have paid in advance for the period from the date of termination.

17.3 You do not have any other rights, and We do not have any other liability to You in relation to any Third Party IP Claim.

17.4 You will: (a) defend or settle, at Your cost any third-party claim arising from Our use of Your Client Data in accordance with this Agreement and any relevant Order or Your breach of clauses 5.1, 5.2 and/or 9.5; and (b) pay all costs and damages finally awarded against Us by a court of competent jurisdiction because of any such claim.

17.5 Our obligations in Clause 17.1 and Your obligations in Clause 17.4 only apply if:

- (a) the indemnified party notifies the indemnifying party of the indemnification claim in writing as soon as possible once it becomes aware of the claim;
- (b) the indemnified party makes no admission of liability or fault;
- (c) the indemnifying party is given sole control over the defence of the claim and settlement of it; and
- (d) the indemnified party provides all reasonable assistance to the indemnifying party.

18. LIMITS ON LIABILITY

18.1 Nothing in the Agreement excludes Our liability to You or Your liability to Us for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;
- (d) any other liability which may not be excluded by law.

18.2 Nothing in the Agreement excludes Your liability for:

- (a) Any failure to pay the Fees; or
- (b) Any breach by You of Clauses 5.1 or 5.2.

18.3 Subject to clauses 18.1 and 18.2:

- (a) neither We or You will be liable for (a) loss of revenues or profits; (b) loss of or damage to business reputation; (c) loss of use or business interruption; (d) loss of wasted management time or staff time; (e) loss of data; or (f) indirect, incidental, special, punitive or consequential damages, whether in an action in contract or tort (including negligence), even if the other party has been advised of the possibility of such damages;
- (b) save as set out in clause 18.3 (c), Our liability to You and Your liability to Us (whether for breach of contract, misrepresentations, negligence, strict liability, other torts or otherwise) under:
 - (i) each Order shall be limited to 100% of the Fees paid or payable by You to Us pursuant to that Order.
 - (ii) this Agreement shall be limited to 100% of the fees paid or payable by You to Us under all Orders in the twelve (12) month period immediately before the liability arises;
- (c) Your liability to Us and Our liability to You under Clauses 9 and/or 17 shall be limited to one million pounds sterling (£1m) in aggregate in any calendar year. The provisions of clause 18.3 (a) shall not apply to any liability of Us or You referred to in this Clause 18.3 (c).

19. TERM

19.1 The Agreement shall, unless terminated as provided in clause 20, commence on the Effective Date and shall continue for so long as there is one or more Orders in effect between the parties.

20. TERMINATION

20.1 Subject to clause 20.2, each Order shall continue for the Initial Term and thereafter unless You or We terminate it by giving the other at least 30 Days written notice, to take effect no earlier than the end of the Initial Term.

20.2 You or We can terminate an Order or any part of an Order for Professional Services (but not, for the avoidance of doubt, any other aspect of the Order) by giving the other at least 30 Days written notice.

20.3 Without affecting any other right or remedy available to You or Us, You or We can terminate all or any Orders with immediate effect by giving written notice to the other if the other:

- (a) commits a material breach of this Agreement which is irremediable or (if remediable) the other fails to remedy that breach within 30 days after being notified

in writing to do so. It is important to note that any breach by You of clauses 5.1, 5.2, 9.5 or 13 and any breach by Us or You of Clauses 15 or 16 shall be deemed to be a material breach which is not capable of remedy;

- (b) becomes the subject of any bankruptcy proceeding or any other proceedings relating to insolvency, administration, liquidation or assignment for the benefit of some or all of its creditors or enters into an agreement for the composition, extension, or readjustment of substantially all of its obligations.
 - (c) suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
 - (d) undergoes a change of control.
- 20.4 We can also terminate all or any Orders with immediate effect by giving written notice to You if You fail to pay the Fees or other sums due to us by the due date and You remain in default for (10) days after being notified of the default by Us.
- 20.5 If you terminate an Order pursuant to clause 20.1 or 20.2, a representative of Yours and a representative of Ours will meet remotely or in person to discuss the reasons for termination and Your representative will provide us with feedback on Our Products and Services.

21. WHAT HAPPENS UPON TERMINATION

- 21.1 If an Order terminates for any reason, You must: (a) immediately stop using the Products and/or Services the subject of that Order; (b) to the extent applicable, immediately remove all software comprising of Our Products and/or Services from Your Client Websites and Applications; and (c) promptly pay Us any outstanding Fees due in relation to Our Products and/or Services which are the subject of that Order.
- 21.2 If all Orders terminate for any reason or have expired:
 - (a) all licences granted under this Agreement and those Orders shall immediately terminate and You must immediately stop using the Products and/or Services;
 - (b) You and We shall return to the other any equipment, property and other items (and all copies of them) belonging to the other;
 - (c) We can delete any of Your Client Data in Our possession;
 - (d) You must pay all Fees invoiced by Us prior to termination and, in relation to any Fees due for Your use of our Products and/or Services which have not been invoiced, We will invoice You and You must pay that invoice promptly;
 - (e) any rights, remedies, obligations or liabilities of You or Us that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination, are not affected.

22. SUSPENSION

- 22.1 We reserve the right to suspend your access to and/or use of any of Our Products and/or Services, at any time and without prior notice, if We believe that any of the

following circumstances apply ("**Circumstances for Suspension**"):

- (a) providing the Products and/or Services may impose a security risk or cause harm to Us, any of its clients or any third party;
 - (b) You or any of its Authorised Users or any third party acting on their behalf are using Our Products and/or Services in a manner that may impose a security risk or cause harm to Us, any of its clients or any third party; or
 - (c) You or any of its Authorised Users are in breach Clauses 5.1 or 5.2.
- 22.2 We will lift any such suspension when We are confident that the relevant Circumstances for Suspension no longer apply.

23. FORCE MAJEURE

You and We shall not be responsible for failure or delay in performing any of Your or Our obligations under this Agreement and/or any Order as a result of anything outside Your or Our reasonable control ("Force Majeure"). The time for performance will be extended for a period equal to the duration of the Force Majeure Event. If a Force Majeure Event continues for more than 30 days then either You or Us may terminate the Order affected by Force Majeure by giving written notice to the other.

24. GENERAL

- 24.1 If there is an inconsistency between any of the provisions in this Agreement and an Order, the provisions in this Agreement shall prevail.
- 24.2 Any variation of this Agreement must be in writing and signed by each of You and Us (or our respective authorised representatives).
- 24.3 No failure or delay by either You or Us to exercise any right or remedy that we have under this Agreement or at law constitutes a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 24.4 Except as expressly stated in this Agreement, the rights and remedies under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.
- 24.5 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.
- 24.6 This Agreement and each Order is the entire agreement between the parties relating to the Products and/or Services to be provided under that Order and supersedes all previous agreements or understandings between You or Us, whether written or oral, relating to those Goods and/or Services.

- 24.7 You and We each confirm that we are not relying on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement or an Order. Neither You or Us will bring a claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.
- 24.8 Neither You or We will assign, transfer, charge, sub-contract or otherwise deal with any of our respective rights or obligations under this Agreement or any Orders without the prior written consent of other, not to be unreasonably withheld, save that We can subcontract of our obligations under this Agreement and/or any Orders in order to provide the Products and/or Services. We are responsible for Our subcontractors performance.
- 24.9 We are an independent contractor and not an agent, partner, joint venture, employer or employee of Yours.
- 24.10 No person or entity other than You and Us have the right to enforce this Agreement.
- 24.11 All notices given under this Agreement or an Order must be in writing and delivered by hand, email, first class prepaid mail or recorded delivery mail. Notices to Us should be sent to customersuccess@reciteme.com or Recite Me Limited, Baltimore House, Baltic Business Quarter, Gateshead, NE8 3DF for the attention of Customer Success Team. Notices for You should be sent to the billing address on the Order or the address at the top of this Agreement. A notice will be deemed received:
- (a) when received, if delivered by hand or email; or
 - (b) the next business day after it is sent, if sent by first class prepaid mail or recorded delivery;
 - (c) five business days following postage, if sent internationally.
- 24.12 The Agreement and all Orders are governed by and to be construed in accordance with the laws of England. We each agree that the courts of England have exclusive jurisdiction to settle any dispute or claim arising in relation to this Agreement and/or any Order (including non-contractual disputes or claims).