

PLOTBOX – GENERAL TERMS

1.INTRODUCTION

- 1.1.This page sets out the general terms and conditions (General Terms) which apply to any Software and Services (as defined below) which Plotbox (as defined below) licences or provides to any Customer (as defined below).
- 1.2.The parties' agreement for the licensing, use and provision of the Software and Services is made up of: (a) where applicable, the G-Cloud Framework Contract (including the Framework Award Form and all documents incorporated into it by reference); (b) the Order Form or Call-Off Contract (where applicable); (c) the Statement of Work; (d) these General Terms; and (e) any other written document expressly agreed in writing by the parties and incorporated into the Agreement.
- 1.3.In the event of any conflict or inconsistency between the documents listed above, where the Software and/or Services are supplied under the G-Cloud Framework the order of precedence shall be as set out in Section 11 of the Framework Award Form and the higher-ranking document shall prevail, and in all other cases documents appearing earlier in the list above shall take priority over documents appearing later in the list.
- 1.4.Together, the above documents shall constitute and be known as the Agreement and shall apply to the contract between the parties to the exclusion of any other terms that the Customer may seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 1.5.These General Terms are published on Plotbox's website. The Customer should print or save a copy of these General Terms for its records.
- 1.6.Any order placed by the Customer shall only be deemed to be accepted upon Plotbox's signature of the Statement of Work, at which point and on which date the Agreement shall come into existence.
- 1.7.Plotbox may amend these General Terms from time to time as set out in clause 18. Every time the Customer agrees a new Statement of Work with Plotbox it should check these General Terms to ensure that it understands the terms which will apply to the Agreement at that time.
- 1.8.Any Statement of Work issued by Plotbox shall be valid for a period of 28 days from the date of issue, if not counter-signed and returned by the Customer, at which point the offer outlined in the Statement of Work shall lapse.

2.INTERPRETATION

- 2.1.The definitions and rules of interpretation in this clause 2 apply in the Agreement.
 - "**Acceptance Tests**" has the meaning given to it in the commercial terms in Appendix 1 to the SOW;
 - "**Agreement**" has the meaning given to it in clause 1.2;
 - "**Authorised Users**" means those employees, agents and independent contractors of the Customer who are authorised by the Customer to use the Services and the Documentation, as further described in clause 4.2(e);
 - "**Business Day**" means a day other than a Saturday, Sunday or public holiday in Northern Ireland when banks in Belfast are open for business;
 - "**Change of Control**" means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the general management of the company, and **controls, controlled** and the expression **change of control** shall be construed accordingly;
 - "**Completion Date**" means the estimated date by which Plotbox shall make the Services available to the Customer for the Acceptance Tests;
 - "**Confidential Information**" means information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 13.5;
 - "**Customer Data**" means the data inputted by the Customer, Authorised Users, or Plotbox on the Customer's behalf for the purpose of using the Services or facilitating the Customer's use of the Services;

"**Data Protection Legislation**" means the UK Data Protection Legislation and (for so long as and to the extent that the law of the European Union has legal effect in the UK) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to privacy;

"**Documentation**" means the SOW and any other relevant documentation provided by Plotbox to the Customer in connection with the subject matter of the Agreement;

"**Effective Date**" has the meaning given to it in the commercial terms in Appendix 1 to the SOW;

"**Facility**" has the meaning given to it in the commercial terms in Appendix 1 to the SOW;

"**General Terms**" has the meaning given to it in clause 1.1;

"**Initial Subscription Term**" has the meaning given to it in the commercial terms in Appendix 1 to the SOW;

"**Payment Terms**" has the meaning given to it in the commercial terms in Appendix 1 to the SOW;

"**Privacy Policy**" has the meaning given to it in clause 7.3;

"**Project Fees**" has the meaning given to it in the commercial terms in Appendix 1 to the SOW;

"**Services**" means the subscription services provided by Plotbox to the Customer under the Agreement via www.plotboxit.com or any other website notified to the Customer by Plotbox from time to time, as more particularly described in the Documentation;

"**Service Hours**" has the meaning given to it in the commercial terms in Appendix 1 to the SOW;

"**Software**" means the online software applications provided by Plotbox as part of the Services;

"**SOW**" means the statement of work provided by Plotbox to the Customer, including all appendices thereto;

"**Subscription Fees**" has the meaning given to it in the commercial terms in Appendix 1 to the SOW;

"**Subscription Term**" has the meaning given in clause 16.1 (being the Initial Subscription Term together with any subsequent Renewal Periods);

"**Support Services Policy**" means Plotbox's policy for providing support in relation to the Services as made available at www.plotboxit.com or such other website address as may be notified to the Customer from time to time;

"**UK Data Protection Legislation**" means any data protection legislation from time to time in force in the UK;

"**User Subscriptions**" means the user subscriptions purchased by the Customer pursuant to clause 4 which entitle Authorised Users to access and use the Services and the Documentation in accordance with the Agreement, as specified in the commercial terms in Appendix 1 to the SOW;

"**Virus**" means 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; and

"**Work**" means Plotbox's work, duties and obligations to be carried out under the Agreement, as specified in the Tender and the Documentation. In the event of any conflict between the terms of such documents, the Documentation shall prevail.

2.2.Clause and paragraph headings shall not affect the interpretation of the Agreement.

2.3.A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality).

2.4.A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

2.5.Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

2.6.A reference to a statute or statutory provision is a reference to it as it is in force as at the date of the Agreement.

- 2.7.** A reference to writing or written includes faxes but not e-mail.
- 2.8.** References to clauses are to the clauses of these General Terms. References to sections are to sections of the relevant Appendix to the Agreement.

3. SCOPE

- 3.1.** Plotbox shall carry out the Work with reasonable diligence and dispatch, and with reasonable skill and expertise, to make the Services available for Acceptance Tests by the Completion Date.
- 3.2.** Plotbox shall carry out, in conjunction with the Customer, the Acceptance Tests and make the Services available to the Customer in accordance with the terms of the Agreement.
- 3.3.** Any and all timescales specified are estimate only, and time shall not be made of the essence by notice.
- 3.4.** If Plotbox's performance of its obligations is delayed at the request of the Customer or because of its acts or omissions, the relevant timescale shall be amended to take into account such delay. If Plotbox can demonstrate that the delay has resulted in an increase in cost to Plotbox in carrying out the Work or providing the Services, Plotbox may, at its sole discretion, notify the Customer that it wishes to increase the Project Fees and/or Subscription Fees by an amount not exceeding any such demonstrable cost. Plotbox shall add such amount to its fees accordingly, which additional amount shall be payable in accordance with the Payment Terms.
- 3.5.** The Customer shall carry out the Acceptance Tests, in conjunction with Plotbox, promptly following Plotbox's confirmation that the Services are available for acceptance testing. If the Services do not substantially conform to the Documentation, the Customer shall promptly provide Plotbox with written notice to this effect, giving details of the non-conformance. Plotbox shall, as appropriate, remedy the non-conformance and the relevant test(s) shall be completed within a reasonable time. Acceptance of the Services shall be deemed to have occurred on whichever is the earliest of: (a) the signing by the Customer of an acceptance certificate; (b) the expiry of 5 (five) days after Plotbox has made the Services available for the Acceptance Tests; or (c) the use by the Customer (or any Authorised User) of the Services in the normal course of business.
- 3.6.** Plotbox shall be given an extension of time for performance of the Work if: (a) a force majeure event occurs; or (b) a variation to the Work or Services is made at the Customer's request; or (c) a delay is caused in whole or part by an action or omission of the Customer or its employees, agents or third party contractors.

4. USER SUBSCRIPTIONS

- 4.1.** Subject to the Customer paying the Project Fees purchasing the User Subscriptions in accordance with the Payment Terms and clause 11, the restrictions set out in this clause 4 and the other terms and conditions of the Agreement, Plotbox hereby grants to the Customer a non-exclusive, non-transferable right to permit the Authorised Users to use the Services and the Documentation during the Subscription Term solely for the Customer's internal business operations, more particularly the collating and management of cemetery data.
- 4.2.** In relation to the Authorised Users, the Customer undertakes that: (a) the maximum number of Authorised Users that it authorises to access and use the Services and the Documentation shall not exceed the number of User Subscriptions it has purchased from time to time, as specified in the Commercial Terms; (b) it will not allow or suffer any User Subscription to be used by more than one individual named Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the Services and/or Documentation; (c) each Authorised User shall only be entitled to access and use the Services for the purposes and according to the level of access applicable to the category of Authorised User specified in the Tender; (d) each Authorised User shall keep a secure password for his use of the Services and Documentation, that such password shall be changed no less frequently than monthly (which, unless otherwise agreed by Plotbox, will initially be set up by or on behalf of Plotbox)

and that each Authorised User shall keep his password confidential; (e) it shall maintain a written, up to date list of current Authorised Users and provide such list to Plotbox within 5 Business Days of Plotbox's written request at any time or times; (f) it shall permit Plotbox to audit the Services in order to establish the name and password of each Authorised User. Such audit may be conducted no more than once per quarter, at Plotbox's expense, and this right shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with the Customer's normal conduct of business; (g) if any of the audits referred to in clause 4.2(f) reveal that any password has been provided to any individual who is not an Authorised User, then without prejudice to Plotbox's other rights, the Customer shall promptly disable such passwords and Plotbox shall not issue any new passwords to any such individual; and (h) if any of the audits referred to in clause 4.2(f) reveal that the Customer has underpaid Subscription Fees to Plotbox, then without prejudice to Plotbox's other rights, the Customer shall pay to Plotbox an amount equal to such underpayment as calculated in accordance with the prices set out in the Commercial Terms within 10 Business Days of the date of the relevant audit.

- 4.3.** The Customer shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services that: (a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; (b) facilitates illegal activity; (c) depicts sexually explicit images; (d) promotes unlawful violence; (e) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or (f) in a manner that is otherwise illegal or causes damage or injury to any person or property; and Plotbox reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's access to any material that breaches the provisions of this clause.
- 4.4.** The Customer shall not: (a) except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties: (i) and except to the extent expressly permitted under the Agreement, 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 Documentation (as applicable) in any form or media or by any means; or (ii) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or (b) access all or any part of the Services and Documentation in order to build a product or service which competes with the Services and/or the Documentation; or (c) use the Services and/or Documentation to provide services to third parties; or (d) subject to clause 23, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Documentation available to any third party except the Authorised Users; or (e) attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation, other than as provided under this clause 4.
- 4.5.** The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify Plotbox.
- 4.6.** The rights provided under this clause 4 are granted to the Customer only, and shall not be considered granted to any affiliate, subsidiary or holding company of the Customer or other entity connected to the Customer.

5. ADDITIONAL USER SUBSCRIPTIONS

- 5.1.** Subject to clause 5.2 and clause 5.3, the Customer may, from time to time during any Subscription Term, purchase additional User Subscriptions in excess of the number set out in the Commercial Terms and Plotbox shall grant access to the Services and the Documentation to such additional Authorised Users in accordance with the provisions of the Agreement.
- 5.2.** If the Customer wishes to purchase additional User Subscriptions, the Customer shall notify Plotbox in writing. Plotbox shall evaluate such request for additional User Subscriptions and respond to the

Customer with approval or rejection of the request (such approval not to be unreasonably withheld).

- 5.3.If Plotbox approves the Customer's request to purchase additional User Subscriptions, the Customer shall, within 30 days of the date of Plotbox's invoice, pay to Plotbox the relevant fees for such additional User Subscriptions (based on Plotbox's then prevailing rates at the point at which such request is made) and, if such additional User Subscriptions are purchased by the Customer part way through the Initial Subscription Term or any Renewal Period (as applicable), such fees shall be pro-rated for the remainder of the Initial Subscription Term or then current Renewal Period (as applicable).

6.SERVICES

- 6.1.Plotbox shall, during the Subscription Term, provide the Services and make available the Documentation to the Customer on and subject to the terms of the Agreement.
- 6.2.Plotbox shall use commercially reasonable endeavours to make the Services available during the Service Hours, except for unscheduled maintenance provided that Plotbox has used reasonable endeavours to give the Customer notice in advance.
- 6.3.If using Internet Explorer, the Customer must have at least version 9 installed, as earlier versions than this are not supported by the Services. However, whichever browser is used to access the Services, it is recommended that the latest version is installed.
- 6.4.In terms of support provision Plotbox shall use all reasonable endeavours to provide support in accordance with Appendix 2 to the SOW.
- 6.5.In the event that any member of staff providing any services under the Agreement is unable to provide such services for a prolonged period for any reason then Plotbox shall, within a reasonable period, replace such staff member with an individual in a similar role or with similar experience to the staff member whom they are replacing.
- 6.6.Plotbox shall deliver the Services to the Customer (subject to the Customer complying with its obligations hereunder) in accordance with the timeline specified in the Documentation.
- 6.7.The Customer shall provide, for Plotbox, its agents, sub-contractors, consultants and employees, in a timely manner, access to all information and materials as Plotbox requires to perform its obligations under the Agreement and shall ensure that such information and materials are accurate and up-to-date.
- 6.8.If Plotbox's performance of its obligations under the Agreement is prevented or delayed by any act or omission of the Customer, its agents, sub-contractors, consultants or employees, Plotbox shall not be liable for any costs, charges or losses sustained or incurred by the Customer that arise directly or indirectly as a result of such delay.
- 6.9.Subject to the remainder of this clause 6, if there is a delay in the Completion Date upon which the Services are to be made available by Plotbox for Acceptance Tests, the Customer shall, upon giving Plotbox 14 days' notice to that effect, and allowing it such 14 day period to remedy the delay, be entitled to terminate the Agreement or (by way of sole remedy) seek a 5% reduction in the Project Fees for each week that the Completion Date is delayed beyond the 14 day period following the Acceptance Date.

7.CUSTOMER DATA

- 7.1.The Customer shall own all right, title and interest in and to all of the Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data.
- 7.2.Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 7 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation. In this clause 7, **Applicable Laws** means (for so long as and to the extent that they apply to Plotbox) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and **Domestic UK Law** means the UK Data Protection Legislation and any other law that applies in the UK.

- 7.3.The parties acknowledge that for the purposes of the Data Protection Legislation, in relation to any Personal Data comprised within the Customer Data (the **Customer Personal Data**), the Customer is the data controller and Plotbox is the data processor (where **Data Controller** and **Data Processor** have the meanings as defined in the Data Protection Legislation). Such Personal Data shall only be processed by Plotbox in accordance with the terms of Plotbox's privacy notice and policy, which is available at <https://f.hubspotusercontent40.net/hubfs/1589093/PlotBox%20App%20Privacy%20Policy-1.pdf>

- 7.4.As between the parties, where each party processes any Personal Data provided by or relating to the other party or its employees otherwise than the Customer Personal Data, each party acknowledges that they shall act as a Data Controller in relation to such Personal Data and only process it for specified purposes in accordance with each party's respective privacy policy for the purposes of contract administration or otherwise in its own legitimate interests, as permitted under the Applicable Laws.

- 7.5.Without prejudice to the generality of clause 7.2, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of any Personal Data provided to Plotbox, including the Customer Personal Data, for the duration and purposes of the Agreement.

- 7.6.Without prejudice to the generality of clause 7.2, Plotbox shall, in relation to any Customer Personal Data: (a) process that Customer Personal Data only on the written instructions of the Customer unless Plotbox is required by Applicable Laws to otherwise process that Customer Personal Data. Where Plotbox is relying on laws of a member of the European Union or European Union law as the basis for processing Customer Personal Data, Plotbox shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit Plotbox from so notifying the Customer; (b) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Customer Personal Data and against accidental loss or destruction of, or damage to, Customer 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; (c) ensure that all personnel who have access to and/or process Customer Personal Data are obliged to keep the Customer Personal Data confidential; (d) not transfer any Customer Personal Data outside of the European Economic Area unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled: (i) the Customer or Plotbox has provided appropriate safeguards in relation to the transfer; (ii) the data subject has enforceable rights and effective legal remedies; (iii) Plotbox complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Customer Personal Data that is transferred; and (iv) Plotbox complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Customer Personal Data; (e) 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 Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators; (f) notify the Customer without undue delay on becoming aware of a Personal Data breach; (g) at the written direction of the Customer, delete or return Customer Personal Data and copies thereof to the Customer on termination of the agreement unless required by Applicable Law to store the Customer Personal Data; and (h) maintain complete and accurate records and information to demonstrate its compliance with this clause 7.6.

- 7.7.The Customer consents to Plotbox appointing the third-party processors listed in the Privacy Policy, or otherwise notified to the Customer from time to time by Plotbox, as third-party processors of any Personal Data processed by Plotbox under the Agreement. Plotbox confirms that it has entered or (as the case may be) will

enter with the third-party processor into a written agreement substantially on that third party's standard terms of business. As between the Customer and Plotbox, Plotbox shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 7.7.

7.8. In the event of any loss or damage to Customer Data, save for a breach of obligations arising pursuant to the Data Protection Legislation, the Customer's sole and exclusive remedy shall be for Plotbox to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by Plotbox in accordance with its archiving procedure. Plotbox shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party or any damages (whether direct, indirect or consequential) suffered as a result, save for any breaches of Data Protection Legislation which cannot be excluded or disclaimed under relevant law and provided always that Plotbox uses reasonable endeavours to (where appropriate) restore such Customer Data from the latest backup maintained by it as at that date.

7.9. The Customer hereby grants Plotbox permission to use, store and display as part of its genealogy portal at www.discovereverafter.com, the Customer Data that does not comprise Personal Data relating to living individuals (the parties acknowledging that this data shall relate only to deceased individuals), for the purposes of public searching and family history research, provided that this permission may be withdrawn by the Customer at any time by providing Plotbox with written notice to that effect.

8. THIRD PARTY PROVIDERS

The Customer acknowledges that the Services may enable or assist it to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that it does so solely at its own risk. Plotbox makes no representation or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by the Customer (including those entailing any transfer of Personal Data), with any such third party. Any contract entered into and any transaction completed via any third-party website is between the Customer and the relevant third party, and not Plotbox. Plotbox recommends that the Customer refers to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. Plotbox does not endorse or approve any third-party website nor the content of any of the third-party website made available via the Services.

9. SUPPLIER'S OBLIGATIONS

9.1. Plotbox undertakes that the Services will be performed substantially in accordance with the Documentation and with reasonable skill and care.

9.2. The undertaking at clause 9.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to Plotbox's instructions, or modification or alteration of the Services by any party other than Plotbox or Plotbox's duly authorised contractors or agents. If the Services do not conform with the foregoing undertaking, Plotbox will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 9.1. Notwithstanding the foregoing, Plotbox: (a) does not warrant that the Customer's use of the Services will be uninterrupted or error-free; or that the Services, Documentation and/or the information obtained by the Customer through the Services will meet the Customer's requirements; and (b) is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer

acknowledges that the Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

9.3. The Agreement shall not prevent Plotbox from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under the Agreement.

10. CUSTOMER'S OBLIGATIONS

10.1. The Customer shall provide Plotbox with (i) all necessary co-operation in relation to the Agreement; and (ii) all necessary access to such information as may be required by Plotbox; in order to provide the Services, including but not limited to Customer Data, security access information and configuration services; (a) comply with all applicable laws and regulations with respect to its activities under the Agreement; (b) carry out all other Customer responsibilities set out in the Agreement in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, Plotbox may adjust any agreed timetable or delivery schedule as reasonably necessary; (c) ensure that the Authorised Users use the Services and the Documentation in accordance with the terms and conditions of the Agreement and shall be responsible for any Authorised User's breach of the Agreement; (d) obtain and shall maintain all necessary licences, consents, and permissions necessary for Plotbox, its contractors and agents to perform their obligations under the Agreement, including without limitation the Services; (e) ensure that its network and systems comply with the relevant specifications provided by Plotbox from time to time; and (f) be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to Plotbox's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

10.2. The Customer will (i) ensure that any changes in personnel within their organisation, or its partners, shall not adversely impact project timelines nor shall such personnel changes amount to sufficient grounds for termination (cancellation?) of the project; (ii) formally introduce any new personnel with direct involvement in the project to the relevant parties from Plotbox (namely the relevant Project Manager or Technical Consultant) within 2 weeks of their appointment.

10.3. The Customer agrees that its staff and representatives will treat all Plotbox employees with dignity and respect at all times during their interactions.

11. CHARGES AND PAYMENT

11.1. The Customer shall pay the Project Fees and Subscription Fees to Plotbox for the User Subscriptions in accordance with the Payment Terms.

11.2. If Plotbox has not received payment within 30 days after the due date, and without prejudice to any other rights and remedies of Plotbox: (a) Plotbox may, without liability to the Customer, disable the Customer's password, account and access to all or part of the Services and Plotbox shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and (b) interest shall accrue on a daily basis on such due amounts at an annual rate equal to 3% over the then current base lending rate of Plotbox's bankers in the UK from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.

11.3. All amounts and fees stated or referred to in the Agreement: (a) shall be payable in pounds sterling; (b) are, subject to clause 15.4, non-cancellable and non-refundable; (c) are exclusive of value added tax, which shall be added to Plotbox's invoice(s) at the appropriate rate.

11.4. Plotbox shall be entitled to increase the Subscription Fees and the fees payable in respect of the additional User Subscriptions purchased pursuant to clause 5.3 on expiry of the Initial Subscription Term and on an annual basis on each anniversary of such date upon 30 days' prior notice to the Customer, provided

that any such increase shall be line with the amount of any increase from time to time charged by Plotbox to customers similar to the Customer.

12. PROPRIETARY RIGHTS

The Customer acknowledges and agrees that Plotbox and/or its licensors own all intellectual property rights in the Services and the Documentation. Except as expressly stated herein, the Agreement does not grant the Customer any rights to, or in, patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Services or the Documentation.

13. CONFIDENTIALITY

- 13.1.** Each party may be given access to Confidential Information from the other party in order to perform its obligations under the Agreement. A party's Confidential Information shall not be deemed to include information that: (a) is or becomes publicly known other than through any act or omission of the receiving party; (b) was in the other party's lawful possession before the disclosure; (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; (d) is independently developed by the receiving party, which independent development can be shown by written evidence; or (e) is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.
- 13.2.** Each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of the Agreement.
- 13.3.** 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 the Agreement.
- 13.4.** Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.
- 13.5.** The Customer acknowledges that details of the Services, and the results of any performance tests of the Services, constitute Plotbox's Confidential Information.
- 13.6.** Plotbox acknowledges that the Customer Data is the Confidential Information of the Customer, save to the extent it is agreed or known by the Customer to be disclosed or processed by Plotbox pursuant to Clause 7.
- 13.7.** No party shall make, or permit any person to make, any public announcement concerning the Agreement without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

14. INDEMNITY

- 14.1.** The Customer shall defend, indemnify and hold harmless Plotbox 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 Customer's use of the Services and/or Documentation, provided that: (a) the Customer is given prompt notice of any such claim; (b) Plotbox provides reasonable co-operation to the Customer in the defence and settlement of such claim, at the Customer's expense; and (c) the Customer is given sole authority to defend or settle the claim.
- 14.2.** Subject to clause 15, Plotbox shall defend the Customer, its officers, directors and employees against any claim that the Services or Documentation infringe any United Kingdom or Republic of Ireland patent effective as of the Effective Date, copyright, trade mark, database right or right of confidentiality, and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims, provided that:

(a) Plotbox is given prompt notice of any such claim; (a) the Customer provides reasonable co-operation to Plotbox in the defence and settlement of such claim, at Plotbox's expense; and (b) Plotbox is given sole authority to defend or settle the claim.

- 14.3.** In the defence or settlement of any claim, Plotbox may procure the right for the Customer to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate the Agreement on 2 Business Days' notice to the Customer without any additional liability or obligation to pay liquidated damages or other additional costs to the Customer.
- 14.4.** In no event shall Plotbox, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on: (a) a modification of the Services or Documentation by anyone other than Plotbox; or (b) the Customer's use of the Services or Documentation in a manner contrary to the instructions given to the Customer by Plotbox; or (c) the Customer's use of the Services or Documentation after notice of the alleged or actual infringement from Plotbox or any appropriate authority.
- 14.5.** The foregoing, and clause 15.4(b) states the Customer's sole and exclusive rights and remedies, and Plotbox's (including Plotbox's employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.

15. LIMITATION OF LIABILITY

- 15.1.** This clause 15 sets out the entire financial liability of Plotbox (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer: (a) arising under or in connection with the Agreement; (b) in respect of any use made by the Customer of the Services and Documentation or any part of them; and (c) in respect of any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Agreement.
- 15.2.** Except as expressly and specifically provided in the Agreement: (a) the Customer assumes sole responsibility for results obtained from the use of the Services and the Documentation by the Customer, and for conclusions drawn from such use. Plotbox shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Plotbox by the Customer in connection with the Services, or any actions taken by Plotbox at the Customer's direction; (b) 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 the Agreement; and (c) the Services and the Documentation are provided to the Customer on an "as is" basis.
- 15.3.** Nothing in the Agreement excludes the liability of Plotbox: (a) for death or personal injury caused by Plotbox's negligence; or (b) for fraud or fraudulent misrepresentation.
- 15.4.** Subject to clauses 15.2 and 15.3: (a) Plotbox shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under the Agreement; and (b) Plotbox's total aggregate liability in contract (including in respect of the indemnity at clause 14.2), tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Agreement shall be limited to the total amount paid by the Customer to Plotbox under the Agreement during the 12 months immediately preceding the date on which the claim arose.

16. TERM AND TERMINATION

- 16.1.** The Agreement shall, unless otherwise terminated as provided in this clause 16, commence on the Effective Date and shall continue for the Initial Subscription Term and, thereafter, the Agreement shall (subject to the parties reaching agreement on the level of fees

payable) be automatically renewed for successive periods of 12 months (each a Renewal Period), if the Customer provides its written consent to renewal no later than 30 days prior to the end of the then current Initial Subscription Term or Renewal Period. If it does not, then the Agreement shall terminate upon the expiry of the applicable Initial Subscription Term or Renewal Period, unless otherwise terminated in accordance with its provisions. The Initial Subscription Term together with any subsequent Renewal Periods shall constitute the Subscription Term.

16.2. Without affecting any other right or remedy available to it, either party may terminate the Agreement with immediate effect by giving written notice to the other party if: (a) the other party fails to pay any amount due under the Agreement on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment; (b) the other party commits a material breach of any other term of the Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so; (c) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of the Insolvency (Northern Ireland) Order 1989; (d) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party; (e) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party; (f) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party; (g) the holder of a qualifying floating charge over the assets of that other party has become entitled to appoint or has appointed an administrative receiver; (h) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party; (i) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days; (j) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 16.2(c) to 16.2(h) (inclusive); (k) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

16.3. On termination of the Agreement for any reason: (a) all licences granted under the Agreement shall immediately terminate; (b) each party shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party; (c) Plotbox may destroy or otherwise dispose of any of the Customer Data in its possession unless Plotbox receives, no later than 30 days after the effective date of the termination of the Agreement, a written request for the delivery to the Customer of the then most recent back-up of the Customer Data. Plotbox shall use reasonable commercial endeavours to deliver the back-up to the Customer within 30 days of its receipt of such a written request, provided that the Customer has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination); and (d) any rights, remedies, obligations or liabilities of the parties 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 shall not be affected or prejudiced.

17.FORCE MAJEURE

Plotbox shall have no liability to the Customer under the Agreement if it is prevented from or delayed in performing its obligations under the Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of Plotbox or any other party), failure of a utility service or transport or telecommunications network, act of God, war, epidemic, pandemic, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that the Customer is notified of such an event and its expected duration. If such a force majeure event prevents, hinders or delays Plotbox's performance of its obligations for a continuous period of more than three (3) months, the Customer may terminate the Agreement by giving one (1) months' notice to Plotbox.

18.VARIATION

No variation of the Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives) and appended to the Agreement. This shall be without prejudice to Plotbox's general rights to amend these General Terms from time to time, which amended General Terms shall apply to any new Agreement entered into between the parties after the date of such amendment. Customer should ensure that it checks the URL to which these General Terms are uploaded to ensure that it understands what terms will apply at that time.

19.WAIVER

No failure or delay by a party to exercise any right or remedy provided under the Agreement or by law shall constitute 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.

20.COUNTERPARTS

The SOW may be executed in any number of counterparts, each of which will be considered an original, but all of which together will constitute the same agreement. The exchange of a fully executed SOW (in counterparts or otherwise) by electronic transmission shall be sufficient to bind the parties to the terms and conditions of the Agreement.

21.RIGHTS AND REMEDIES

Except as expressly provided in the Agreement, the rights and remedies provided under the Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

22.SEVERANCE

22.1. If any provision (or part of a provision) of the Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

22.2. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

23.ENTIRE AGREEMENT

23.1. The Agreement, and any documents referred to in it, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.

23.2. Each of the parties acknowledges and agrees that in entering into the Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to the Agreement or not) relating to the subject matter of the Agreement, other than as expressly set out in the Agreement.

24.ASSIGNMENT

- 24.1.** The Customer shall not, without the prior written consent of Plotbox, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Agreement.
- 24.2.** Plotbox may assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Agreement.

25.NO PARTNERSHIP OR AGENCY

Nothing in the Agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

26.THIRD PARTY RIGHTS

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

27.NOTICES

- 27.1.** Any notice required to be given under the Agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its address set out in the Agreement, or such other address as may have been notified by that party for such purposes.
- 27.2.** A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9am on the first business day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post.

28.GOVERNING LAW AND JURISDICTION

The Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Northern Ireland, and each party irrevocably agrees that the courts of Northern Ireland shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Agreement or its subject matter or formation (including non-contractual disputes or claims).