

## Terms of Service (“ToS”)

### 1. Definitions & Interpretation

- 1.1 Appendix 1 – Definitions and Interpretations provides for the definition and interpretation of words used in this Agreement.

### 2. Rights of use

- 2.1 Subject to the terms of this Agreement, Addresscloud grants the Customer a non-exclusive, non-transferable, licence, without the rights to sublicense, to use each Service within the Service Period solely for the Permitted Purpose.

### 3. Customer Obligations

- 3.1 The Customer acknowledges that it shall (and shall ensure all Authorised Users, Integrators and Authorised Affiliates shall) at all times comply with all Applicable Laws relating to the use or receipt of the Services.
- 3.2 The Customer shall ensure that it shall (and shall ensure all Authorised Users, Integrators and Authorised Affiliates shall) only use the Services at all times in accordance with this Agreement.
- 3.3 The Customer shall ensure that the number of Authorised Users and Authorised Affiliates and their use of each Service does not exceed the number of Purchased Authorised Users Accounts (where applicable) for the relevant Service at any time. The Customer is entitled to remove one individual as an Authorised User or Authorised Affiliate and replace them with another individual in accordance with the terms of this Agreement, but accounts cannot be shared or used by more than one individual at the same time.
- 3.4 In relation to Authorised Users, Integrators and Authorised Affiliates, the Customer shall:
- 3.4.1 be liable for the acts and omissions of their Authorised Users, Integrators and Authorised Affiliates in relation to this Agreement as if they were its own;
  - 3.4.2 only provide access to the Services provided by Addresscloud and shall not provide access to (or permit access by) anyone other than those listed herein;
  - 3.4.3 notify Addresscloud of any change in status (i.e. no longer contracted or employed), within 30 days of status change; and
  - 3.4.4 procure that each is aware of, and complies with, the obligations and restrictions imposed on the Customer under this Agreement, including all obligations and restrictions relating to Addresscloud's data protection and Confidential Information.
  - 3.4.5 procure that each uses all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the Documentation and, if there is any such unauthorised access or use, promptly notify Addresscloud;
- 3.5 The Customer warrants and represents that it, and all Authorised Users, Integrators and Authorised Affiliates, shall keep confidential and not share with any third party (or with other individuals except those with administration rights at the Customer's organisation as necessary for use of the Service) their password or access details for any Service.
- 3.6 The Customer shall (and shall ensure all Authorised Users, Integrators and Authorised Affiliates shall) at all times comply with the Acceptable Use Terms and API Terms of Use and all other provisions of this Agreement.
- 3.7 The Customer and Authorised Users, Integrators and Authorised Affiliates shall co-operate with Addresscloud in relation to the provision of the Services and promptly give us such information as Addresscloud may reasonably need to provide the Services, and the Customer shall be responsible to us for the accuracy of such information;
- 3.8 The Customer may use the Services in licensed Integrator software applications. It is the Customer's responsibility to ensure that any Integrator adheres to the terms of this Agreement.
- 3.9 The Customer agrees to support Addresscloud in creating a case study or similar content for public facing marketing material.
- 3.10 This Clause 3 shall survive termination or expiry of this Agreement.
- ### 4. Services
- 4.1 Addresscloud shall, during the Service Periods, provide the Services and make available the Documentation to the Customer, subject to the terms of this Agreement.
- 4.2 Addresscloud shall provide Support for API and Application Service(s) to the Customer for the duration of the respective Service Period, to the extent and in the manner specified in the Services Order Form.

- 4.3 Addresscloud shall use reasonable endeavours to perform maintenance during Permitted Downtime, but the Customer acknowledges that the Services may be subject to downtime caused by Force Majeure; for other emergency maintenance or as required by Applicable Law.
- 4.4 API(s) and Application(s) are subject to our service level agreement ("SLA"), as follows:
- 4.4.1 Uptime: 99.9% uptime guarantee. Live status can be monitored at <https://status.addresscloud.com>
  - 4.4.2 Latency: single location API calls shall be processed in less than 1 second. The measure of latency is derived from the 99th percentile response time in milliseconds when measured over a 30-day period. Such measurements being taken from when the Addresscloud system receives the request to the point that it leaves the Addresscloud system to respond to the Customer's service.
  - 4.4.3 For the avoidance of doubt, the Customer acknowledges and accepts that this SLA is for Addresscloud's Services only, where no third-party API(s) are integrated. Where third party API(s) are integrated, we cannot guarantee the SLA and the SLA will be subject to that of the third party.
- 4.5 Support shall be 09:00 – 1700, Monday to Friday GMT/BST, as applicable, via email [support@addresscloud.com](mailto:support@addresscloud.com)
- 4.6 Access to a sandbox environment for non-commercial development and testing purposes will be available to the Customer's development team for API only Services. Sandbox Transactions are not billable, no SLA is provided, and usage is limited to 10% of the contracted values stated in the Usage Limits in the Services Order Form.
- 4.7 Provider Data is being provided as part of the Service and Usage Limits stated in 3.1 of the Services Order Form will be used by us to declare royalties to our Providers. The Customer understands that Addresscloud is providing access to the Provider Data in our capacity as an authorised reseller of the Provider Data.
- 4.8 Provider Data is provided subject to the relevant Provider terms, which are listed below. By signing this Agreement, the Customer confirms they have reviewed, accept and are bound by the applicable Provider terms as identified in 3.1 of the Services Order Form.

| Provider            | Terms                                                                                                             |
|---------------------|-------------------------------------------------------------------------------------------------------------------|
| OS (IBU)            | <a href="https://cdn.addresscloud.com/legal/os.pdf">https://cdn.addresscloud.com/legal/os.pdf</a>                 |
| OS (Online Session) | <a href="https://cdn.addresscloud.com/legal/os_session.pdf">https://cdn.addresscloud.com/legal/os_session.pdf</a> |

\* Requires an electronic signature which will be executed in parallel with the execution of this Agreement.

- 4.9 Addresscloud will release new versions of the Data when they become available. Access to previous versions of the Data will not be available for the Permitted Purpose.

## 5. Changes to Services

- 5.1 The Customer acknowledges that Addresscloud shall be entitled to modify the features and functionality of the cloud based Services. Addresscloud shall use reasonable endeavours to ensure that any such modification does not adversely affect the use of the relevant Service(s) by Addresscloud's customers generally.

## 6. Fees

- 6.1 Access to API(s) and/or Application(s) is provided on a fixed price basis subject to the Usage Limits as stated in the Services Order Form.
- 6.2 The Data is licensed for use within the APIs and/or Applications and subject to the Usage Limits stated in the Services Order Form and may be subject to additional Fee(s) outlined in the Services Order Form.
- 6.3 Addresscloud will review the Customer Usage Limits annually at the end of each of the Customer's contracted years for the purpose of setting the following years' Fees. The Customer acknowledges that Fees may go up or down.
- 6.4 Addresscloud shall invoice the Customer, upon execution of this Agreement and subsequent anniversaries, for the Fees due under this Agreement, and the invoices shall be paid within 30 calendar days of the date on the invoice.
- 6.5 The Fees are exclusive of VAT which shall be payable by the Customer at the rate and in the manner prescribed by law.
- 6.6 Unless otherwise stated, the Fees are annual.
- 6.7 Fees payable to Addresscloud under this Agreement shall be paid into Addresscloud's bank account by BACS or CHAPS unless otherwise agreed by Addresscloud.

- 6.8 Addresscloud shall have the right to charge interest on overdue invoices at the rate of 4% per day above the base rate of HSBC, calculated from the date when payment of the invoice becomes due for payment up to and including the date of actual payment whether before or after judgment.
- 6.9 Addresscloud shall be entitled to increase the Fees each Customer contract year for any and all Services for inflation.
- 6.10 Inflation will be calculated based on the Consumer Price Index (CPI) published by the 'UK Office of National Statistics (ONS)' up to a maximum of 5%.
- 6.11 In the event the Provider licence with Addresscloud is terminated, Addresscloud shall either replace the impacted Provider Data within a reasonable time or provide a pro-rata refund of the Fees for the remaining term of the impacted Provider Data.

## **7. Warranties**

- 7.1 Subject to the remainder of this Clause 7, Addresscloud warrants that:
- 7.1.1 each Service shall operate materially in accordance with its Description when used in accordance with this Agreement under normal use and normal circumstances during the relevant Service Period;
  - 7.1.2 it shall provide each of the Services in accordance with Good Industry Practice; and
  - 7.1.3 it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this Agreement.
- 7.2 The Customer acknowledges that Clause 7.1 does not apply to the Data provided in connection with the same. The Data is provided 'as is' and without warranty to the maximum extent permitted by law.
- 7.3 The Services may be subject to delays, interruptions, errors, or other problems resulting from use of the internet or public electronic communications networks used by the Parties or third parties.
- 7.4 If there is a material breach of any warranty in Clause 7.1 Addresscloud shall at its option: use reasonable endeavours to repair or replace the impacted Services within a reasonable time or (whether or not it has first attempted to repair or replace the impacted Service); or refund the Fees for the impacted Services which were otherwise payable for the period during which Addresscloud was in material breach of any such warranty.
- 7.5 The warranties in Clause 7.1 are subject to the limitations set out in Clause 13 and shall not apply to the extent that any error in the Services arises as a result of:
- 7.5.1 incorrect operation or use of the Services by the Customer or any Authorised User (including any failure to follow the Documentation or failure to meet minimum specifications);
  - 7.5.2 use of any of the Services other than for the purposes for which it is intended;
  - 7.5.3 use of any Services with other software or services or on equipment with which it is incompatible (unless Addresscloud recommended or required the use of that other software or service or equipment in the Description);
  - 7.5.4 any act by any third party (including hacking or the introduction of any virus or malicious code);
  - 7.5.5 any modification of Services (other than that undertaken by Addresscloud or at its direction); or
  - 7.5.6 any breach of this Agreement by the Customer (or by any Authorised Affiliate or Authorised User).
- 7.6 The Customer acknowledges and accepts that:
- 7.6.1 the Data may deal with the relative likelihood and approximation of the geographic distribution of highly uncertain hazards;
  - 7.6.2 the Data is neither a guarantee of the property's physical dimensions, state, or condition nor a substitute for any physical investigation or inspection.
  - 7.6.3 the Data is derived from several public and non-public sources. Whilst every effort is made to ensure the details in the Data are correct, neither Addresscloud nor its Providers can guarantee the accuracy or completeness of such information or data, nor identify all the features that may be relevant to the user of the Data; and
  - 7.6.4 the Data is provided for guidance only and does not constitute advice on any commercial or legal matter. Addresscloud strongly recommends that you seek a professional valuation from a suitably qualified surveyor or another suitable professional before making any decision on the Data provided.
- 7.7 The Customer acknowledges that no liability or obligation is accepted by Addresscloud (howsoever arising whether under contract, tort, in negligence or otherwise):
- 7.7.1 that the Data or Services shall meet the needs of the Customer, Authorised User, Integrator or Authorised Affiliate, whether or not such needs have been communicated to Addresscloud;

7.7.2 that the operation of the Services shall not be subject to minor errors or defects; or

7.7.3 that the Services shall be compatible with any other software or service or with any hardware or equipment.

## **8. Intellectual property**

8.1 All Intellectual Property Rights in and to the Services (including all Documentation) belong to and shall remain vested in Addresscloud or the relevant third-party owner.

8.2 Except for the rights expressly granted in this Agreement, the Customer and any Authorised User shall not acquire in any way any title, rights of ownership, or Intellectual Property Rights of whatever nature in the Services (or any part including Documentation) and no Intellectual Property Rights of either Party are transferred or licensed as a result of this Agreement.

8.3 This Clause 8 shall survive the termination or expiry of this Agreement.

## **9. Indemnity**

9.1 Subject to Clauses 9.2, 9.5 and 13.1 Addresscloud shall:

9.1.1 defend at its own expense any claim brought against the Customer by any third party alleging that the Addresscloud intellectual property in the API and/or Application related Services infringes any copyright, database right or registered trademark, registered design right or registered patent in the United Kingdom (an "IP Claim"); and

9.1.2 pay, subject to Clause 9.3, all costs and damages awarded or agreed in settlement or final judgment of an IP Claim.

9.2 The provisions of Clause 9.1 shall not apply unless the Customer:

9.2.1 promptly notifies Addresscloud upon becoming aware of any actual or threatened IP Claim and provides full written particulars;

9.2.2 makes no comment or admission and takes no action that may adversely affect Addresscloud's ability to defend or settle the IP Claim;

9.2.3 provides all assistance reasonably required by Addresscloud subject to Addresscloud paying the Customer's reasonable costs; and

9.2.4 gives Addresscloud sole authority to defend or settle the IP Claim as Addresscloud considers appropriate.

9.3 The provisions of Clause 13 shall apply to any payment of costs and damages awarded or agreed in settlement or final judgment of an IP Claim under Clause 9.1.

9.4 In the event of any IP Claim, Addresscloud may elect to terminate this Agreement immediately by written notice and promptly refund to the Customer on a pro-rata basis for any unused proportion of Fees paid in advance. This Clause 9.4 is without prejudice to the Customer's rights and remedies under Clauses 9.1.

9.5 Addresscloud shall have no liability or obligation under this Clause 9 in respect of (and shall not be obliged to defend) any IP Claim which arises in whole or in part from:

9.5.1 any modification of the Services (or any part) without Addresscloud's express written approval;

9.5.2 any Open Source Software;

9.5.3 any breach of this Agreement by the Customer;

9.5.4 installation or use of the Services (or any part) otherwise than in accordance with this Agreement and Documentation; or

9.5.5 installation or use of the Services (or any part) in combination with any software, hardware or data that has not been supplied or expressly authorised by Addresscloud.

9.6 For any intellectual property claim relating to Provider Data, the Customer shall:

9.6.1 notify Addresscloud as soon as reasonably possible, providing sufficient detail to enable the Provider to assess the matter.

9.6.2 make no admission of liability, agreement, or compromise without Addresscloud's prior consent, or otherwise impede or undermine the Provider's control over the conduct of any proceedings in connection with the matter.

9.7 Subject to Clause 13.2, the Customer shall indemnify Addresscloud against any losses, damages, liability, costs (including legal fees) and expenses incurred by Addresscloud as a result of or in connection with any third-party action demand or claim that results from the misuse of the Services, not contemplated under this Agreement.

## **10. Confidential Information**

- 10.1 Each Party shall maintain the confidentiality of the disclosing Party's Confidential Information and shall not without the prior written consent of the disclosing Party, disclose, copy, or modify the disclosing Party's Confidential Information (or permit others to do so) other than as necessary for the performance of its express rights and obligations under this Agreement.
- 10.2 Both Parties undertake to:
- 10.2.1 disclose Confidential Information only to those of its officers, employees, agents, and contractors to whom, and to the extent to which, such disclosure is necessary for the purposes contemplated under this Agreement; and
  - 10.2.2 procure that such persons are made aware of and agree in writing to observe the obligations in this Clause 10;
- 10.3 Both Parties shall give notice to the other of any unauthorised use, disclosure, theft, or loss of the other Party's Confidential Information immediately upon becoming aware of the same.
- 10.4 The provisions of this Clause 10 shall not apply to information which:
- 10.4.1 is or comes into the public domain through no fault of the receiving Party, its officers, employees, agents, or contractors;
  - 10.4.2 is lawfully received by the receiving Party from a third party free of any obligation of confidence at the time of its disclosure;
  - 10.4.3 is independently developed by the receiving Party, without access to or use of the disclosing Party's Confidential Information; or
  - 10.4.4 is required by law, by court or governmental or regulatory order to be disclosed provided that the receiving Party, where possible, notifies the disclosing Party at the earliest opportunity before making any disclosure.
- 10.5 Upon termination or expiry, each Party shall return or destroy all Confidential Information within 30 Business Days; provided, however, (i) each Party shall be permitted to retain said copies of the other Party's Confidential Information solely for archival, audit, disaster recovery, legal and/or regulatory purposes, and (ii) neither Party will be required to search archived electronic backup files of its computer systems for the other Party's Confidential Information in order to purge the other Party's Confidential Information from its archived files; provided further, that any Confidential Information so retained will (x) remain subject to the obligations and restrictions contained in this Agreement, (y) will be maintained in accordance with the retaining Party's document retention policies and procedures, and (z) the retaining Party will not use the retained Confidential Information for any other purpose.
- 10.6 This Clause 10 shall survive the termination or expiry of this Agreement for a period of five (5) years.
- 11. Monitoring compliance**
- 11.1 Addresscloud may monitor, collect, store and use information on the use and performance of the Services to detect threats or errors to the Services and/or Addresscloud's operations, for the purposes of the further development and improvement of Addresscloud's Services, provided that such activities at all times comply with the Privacy Policy and Clause 18 (Data Protection) and to verify that the Customer, Authorised Users and Authorised Affiliates are in compliance with its obligations under this Agreement.
- 11.2 The Customer shall maintain complete and accurate records relating to the Customer's and Authorised Users' use of the Services under our Agreement.
- 11.3 The Customer shall allow and procure for Addresscloud (and any representatives of Addresscloud) access to its premises and the premises of Authorised Affiliates to:
- 11.3.1 inspect use of the Services; and
  - 11.3.2 audit (and take copies of) the relevant records of the Customer and the Authorised Users,
- 11.4 in each case to the extent only necessary to verify that the Customer and Authorised Users are in compliance with its obligations under our Agreement.
- 11.5 Unless otherwise agreed in writing, the inspection and audit referred to in Clause 11.3 shall be undertaken:
- 11.5.1 during the Customer's normal business hours on Business Days;
  - 11.5.2 subject to the provision by Addresscloud of a minimum of five (5) Business Days' notice; and
  - 11.5.3 not more than once in any calendar year.
- 11.6 At Addresscloud's request from time to time the Customer shall promptly (and in any event within five (5) Business Days' of such request) provide Addresscloud with copies of the records referred to in Clause 11.2.
- 11.7 This Clause 11 shall survive termination or expiry of our Agreement for a period of six (6) years.

## **12. Information Security**

- 12.1 The Customer shall implement and maintain information security procedures and controls, such controls to reasonably ensure the security, confidentiality and integrity of, and prevent the unauthorised disclose of or access to the Services.

## **13. Limitation of liability**

- 13.1 Subject to Clauses 13.4 Addresscloud's maximum liability arising under or in connection with this Agreement shall be 200% of the Fees actually paid the 12-month period prior to the first cause of action giving rise to the relevant claim or series of connected claims; and
- 13.2 The limitations on liability contained in this Clause 13 shall not apply with respect to Addresscloud's obligations under Clause 9 which shall be limited to aggregate £1,000,000.
- 13.3 Subject to Clauses 13.2, neither Party shall be liable under this Agreement for consequential, indirect, or special losses.
- 13.4 Notwithstanding any other provision of this Agreement, neither Addresscloud's nor the Customer's liability under this Agreement shall be limited in any way in respect of the following:
- 13.4.1 death or personal injury caused by negligence;
  - 13.4.2 fraud or fraudulent misrepresentation and;
  - 13.4.3 any other losses which cannot be excluded or limited by law;
- 13.5 Liability limits are subject to inflation as outlined in Clause 6.10.

## **14. Suspension**

- 14.1 Addresscloud may suspend access to the Services (or any part) to all or some of the Authorised Affiliates or Authorised Users if:
- 14.1.1 Addresscloud reasonably suspects that there has been misuse of the Services, a persistent breach or material breach of this Agreement;
  - 14.1.2 the Customer fails to pay to Addresscloud, any Fees within 60 days of the due date; or
  - 14.1.3 required by Applicable Law, court or governmental or regulatory order.
- 14.2 Where the reason for the suspension is suspected misuse of the Services or breach of this Agreement, without prejudice to its rights under Clause 16, Addresscloud will take steps to promptly investigate the issue.
- 14.3 In relation to suspensions under Clause 14.1.2, access to the Services will be restored promptly after Addresscloud receives payment in full and cleared funds.
- 14.4 Fees shall remain payable during any period of suspension notwithstanding that the Customer, Authorised Affiliates, or some or all of the Authorised Users may not have access to the Services.

## **15. Renewals**

- 15.1 On expiry of the Service Period indicated in the Services Order Form for each Service the Service Period shall continue and automatically renew for a further period of twelve (12) months (first Renewal Date) and thereafter renew for a further period of twelve (12) months on each anniversary of the first Renewal Date (each of the first Renewal Date and each such anniversary being a Renewal Date).
- 15.2 Either Party may elect not to renew the Service Period beyond the next Renewal Date by giving the other Party at least thirty (30) days' prior written notice before that Renewal Date, in which case the Service shall expire on that Renewal Date. If notice is not served within the timeframes set out in this Clause 15.2, the Service shall renew at the next Renewal Date in accordance with Clause 15.1.

## **16. Term and termination**

- 16.1 This Agreement shall come into force on the Effective Date and, unless terminated earlier in accordance with this Clause, shall continue for the duration of the Service Period.
- 16.2 Either Party may terminate this Agreement immediately at any time by giving notice in writing to the other Party if:
- 16.2.1 the other Party commits a material breach of this Agreement, and such breach is not remediable;
  - 16.2.2 the other Party commits a material breach of this Agreement which is not remedied within 30 Business Days of receiving written notice of such breach;
  - 16.2.3 the other Party has failed to pay any amount due under this Agreement on the due date and such amount remains unpaid within 120 Business Days after the other Party has received notification that the payment is overdue.

- 16.2.4 the other Party is unable to pay its debts either within the meaning of section 123 of the Insolvency Act 1986 or if the non-defaulting party reasonably believes that to be the case;
- 16.2.5 the other Party becomes subject to a moratorium under Part A1 of the Insolvency Act 1986;
- 16.2.6 the other Party becomes the subject of a company voluntary arrangement under the Insolvency Act 1986;
- 16.2.7 the other Party becomes subject to a restructuring plan under Part 26A of the Companies Act 2006;
- 16.2.8 the other Party becomes subject to a scheme of arrangement under Part 26 of the Companies Act 2006;
- 16.2.9 the other Party has a receiver, manager, administrator, or administrative receiver appointed over all or any part of its undertaking, assets, or income;
- 16.2.10 the other Party has a resolution passed for its winding up;
- 16.2.11 the other Party has a petition presented to any court for its winding up or an application is made for an administration order, or any winding-up or administration order is made against it; or
- 16.2.12 the other Party is subject to any events or circumstances analogous to those in Clauses 16.2.4 to 16.2.11 in any jurisdiction.

## **17. Consequences of termination**

- 17.1 Immediately on termination or expiry of this Agreement (for any reason), the rights granted by Addresscloud under this Agreement shall terminate and the Customer shall (and shall procure that each Authorised User and Authorised Affiliate shall):
  - 17.1.1 stop using the Services; and
  - 17.1.2 subject to Clause 10.1, destroy and delete or, if requested by Addresscloud, return any copies of the Documentation in its possession or control (or in the possession or control of any person acting on behalf of any of them).
- 17.2 Termination or expiry of this Agreement shall not affect any accrued rights and liabilities of either Party at any time up to the date of termination or expiry and shall not affect any provision of this Agreement that is expressly or by implication intended to continue beyond termination.

## **18. Data Protection**

- 18.1 In this Agreement, the terms 'data controller', 'data processor', 'personal data', 'personal data breach' and 'data subject' shall have the meanings given to them in the Data Protection Laws.
- 18.2 In performing its obligations under this Agreement, each Party shall comply with all the obligations imposed on it under the Data Protection Laws and not, by any act or omission, put the other Party in breach of any of the Data Protection Laws.
- 18.3 In relation to the Processed Personal Data, you will be the data controller, and Addresscloud will be the data processor.
- 18.4 The Parties acknowledge and agree that in delivering and facilitating this Agreement, they will each process limited business contact information relating to the other Party's employees, and in relation to such processing, each Party shall act as an independent data controller.
- 18.5 Addresscloud shall:
  - 18.5.1 not disclose or allow access to the Processed Data to anyone other than our employees and workers, or any subcontractors or third parties engaged to perform our obligations in connection with this Agreement ('Permitted Recipients');
  - 18.5.2 process the Processed Personal Data in accordance with the Data Protection Laws and only to the extent, and in such a manner, as is necessary for the agreed purposes;
  - 18.5.3 notify you as soon as practicable via email if Addresscloud receives a request from a data subject in relation to your personal data and provide reasonable cooperation and assistance in relation to any such request;
  - 18.5.4 immediately report to you via email any actual or suspected personal data breach concerning the Processed Personal Data, and Addresscloud shall assist you (if required) to inform the relevant regulator and affected data subjects;
  - 18.5.5 procure that the Permitted Recipients who access Processed Personal Data are trustworthy and suitable for their role, do so only to the extent necessary for their role, are subject to a duty of confidence which covers all personal data processed under this Agreement and receive reasonable data protection and privacy compliance training including a knowledge assessment at least once per year; and
- 18.6 Subject to Clause 13, each Party agrees to indemnify and keep indemnified and defend at its own expense the other Party

against direct costs, claims, damages or expenses incurred by the other Party or for which the other Party may become liable ('Loss') directly due to any failure by the first Party or its employees or agents to comply with any of its obligations pursuant to this Clause. The claiming Party must: promptly notify the indemnifier of any relevant claim of which the indemnified Party becomes aware; not make any admission of liability or offer to settle in respect of any relevant claim without the prior written permission of the indemnifier; grant the indemnifier full control of all relevant proceedings on request, and; provide the indemnifier with such assistance in dealing with such claims as it may reasonably request.

18.7 The Parties acknowledge that they are each reliant on the other Party for direction as to the extent to which it is entitled to use and process personal data that it receives from the other. Consequently, no Party will be liable for any Loss arising from any action or omission to the extent that such action or omission resulted directly from the other Party's instructions.

18.8 The provisions of this Clause shall survive termination or expiry of this Agreement for any reason.

## **19. Force Majeure**

19.1 Neither Party shall be liable for any breach of this Agreement caused by matters beyond its reasonable control, including acts of God, acts of war, terrorist activities, acts of nature, acts of the public enemy, embargoes, pandemic, insurrection, riot, or the intervention of any government authority, floods, fires, loss of electricity or other utilities (each, a "Force Majeure Event"). In the event of any delay or failure to perform any obligations under this Agreement caused by a Force Majeure Event, the non-performing Party shall (i) give prompt notice to the other Party, stating the period of time the occurrence is expected to continue and (ii) use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event; provided, that, in the event that the Force Majeure Event continues for more than 90 calendar days, the other Party may terminate this Agreement immediately upon written notice to the non-performing Party.

## **20. General**

20.1 Both Parties agree that they shall comply with the Modern Slavery Act 2015.

20.2 Neither Party shall make or receive any bribe (as defined in the Bribery Act 2010) or other improper payment or allow any such to be made or received on its behalf, either in the United Kingdom or elsewhere, and shall implement and maintain adequate procedures to ensure that such bribes or payments are not made or received directly or indirectly on its behalf.

20.3 Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement, or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

20.4 Notices may be given, and are deemed received:

20.4.1 by hand: on receipt of a signature at the time of delivery;

20.4.2 by Royal Mail Recorded Signed For post: at 9am on the second Business Day after posting;

20.4.3 by Royal Mail International Tracked & Signed OR Royal Mail International Signed post: at 9am on the fourth Business Day after posting; and

20.4.4 by email: on receipt of a delivery receipt email from the correct address.

20.5 Notices shall be sent for the attention of the Customer listed in the Services Order Form and for Addresscloud as follows:

Notices to the Addresscloud should be sent for the attention of: Mark Varley

Physical address for notices to the Customer: 50-60 Station Road, Cambridge CB1 2JH

Email address for notices to the Customer: [sales@addresscloud.com](mailto:sales@addresscloud.com)

20.6 No variation of this Agreement shall be valid or effective unless it is made in writing, refers to this Agreement and is duly signed or executed by, or on behalf of, each Party.

20.7 Except as expressly permitted by this Agreement, the Customer shall not assign, transfer, sub-contract, sub-licence, mortgage, charge, declare a trust of or deal in any other manner with any or all of its rights or obligations under this Agreement (including the licence rights granted), in whole or in part, without Addresscloud's prior written consent.

20.8 The Parties are independent and are not partners or principal and agent and this Agreement does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. Neither Party shall have, nor shall represent that it has, any authority to make any commitments on the other Party's behalf.

20.9 If any provision of this Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such

deletion or modification, the Parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision.

- 20.10 A waiver of any term, provision, condition, or breach of this Agreement shall only be effective if given in writing and signed by the waiving Party, and then only in the instance and for the purpose for which it is given.
- 20.11 Each Party shall pay its own costs and expenses incurred in connection with the negotiation, preparation, signature, and performance of this Agreement (and any documents referred to in it).
- 20.12 A person who is not a Party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its provisions.
- 20.13 This Agreement constitutes the entire agreement between the Parties and supersedes all previous agreements, understandings, and arrangements between them in respect of its subject matter, whether in writing or oral.
- 20.14 Each Party acknowledges that it has not entered into this Agreement in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in this Agreement.
- 20.15 Nothing in this Agreement shall limit or exclude any liability for fraud.
- 20.16 Each Party represents and warrants to the other that it has the right, power, and authority to enter into this Agreement and grant to the other the rights (if any) contemplated in this Agreement and to perform its obligations under this Agreement.
- 20.17 If any dispute arises out of these terms, both Parties will both attempt to settle it by mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure. If the matter is not resolved by negotiation, the Parties will refer it to mediation in accordance with the Centre for Effective Dispute Resolution ("CEDR") Model Mediation Procedure. (See [www.cedr.co.uk](http://www.cedr.co.uk)). Unless otherwise agreed, the mediator shall be appointed by CEDR. If the Parties fail to agree on terms of settlement within 42 days of the start of the first meeting held under such procedure, the dispute may be referred to litigation by either Party.
- 20.18 This Agreement and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be exclusively governed by, and construed in accordance with, the laws of England and Wales. The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to hear and determine or otherwise settle all and any disputes which may arise out of or in connection with this Agreement or its subject matter.

## Appendix 1 – Definitions and Interpretations

1. In this Agreement, unless otherwise stated:
  - 1.1 the table of contents, background section and the Clause, paragraph, schedule, or other headings in this Agreement are included for convenience only and shall have no effect on interpretation;
  - 1.2 Addresscloud and the Customer are together the Parties and each a Party, and a reference to a Party includes that Party's successors and permitted assigns;
  - 1.3 words in the singular include the plural and vice versa; and
  - 1.4 a reference to legislation is a reference to that legislation as amended, extended, re-enacted, or consolidated from time to time and a reference to legislation includes all subordinate legislation made from time to time under that legislation;

|                                    |                                                                                                                                                                                                                                                                                                                                                                                                                         |
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| <b>Addresscloud or we, us, our</b> | means <b>ADDRESSCLOUD LIMITED</b> , a company incorporated in England with registered number 7093266 and whose registered office is at 50-60 Station Road, Cambridge CB1 2JH, United Kingdom;                                                                                                                                                                                                                           |
| <b>Acceptable Use Terms</b>        | means Addresscloud's acceptable use terms in relation to the Services (as updated from time to time), which as at this Services Order Form is the latest version available at <a href="https://cdn.addresscloud.com/legal/acceptable_use.pdf">https://cdn.addresscloud.com/legal/acceptable_use.pdf</a> ;                                                                                                               |
| <b>API</b>                         | means the application programming interface provided by Addresscloud as listed in 3.1 of the Services Order Form;                                                                                                                                                                                                                                                                                                       |
| <b>API Terms of Use</b>            | means Addresscloud's API terms of use in relation to the Services (as updated from time to time), which as at this Services Order Form is the latest version available at <a href="https://cdn.addresscloud.com/legal/api_terms.pdf">https://cdn.addresscloud.com/legal/api_terms.pdf</a> ;                                                                                                                             |
| <b>Applicable Law</b>              | means applicable law of the United Kingdom (or of a part of the United Kingdom);                                                                                                                                                                                                                                                                                                                                        |
| <b>Application</b>                 | means the software application provided by Addresscloud as listed in the Services Order Form;                                                                                                                                                                                                                                                                                                                           |
| <b>Authorised Affiliates</b>       | means, any of your affiliate(s) which (a) are subject to the Data Protection Laws and Regulations and (b) are permitted to use the Services on behalf of the Customer and pursuant to the Agreement but has not signed its own Services Order Form with us and is not the "Customer" as defined under the Agreement. For example, cover holders, brokers or aggregators;                                                |
| <b>Authorised Users</b>            | means, in respect of the relevant Service, employees and contractors authorised by the Customer to use that Service in accordance with the terms of this Agreement;                                                                                                                                                                                                                                                     |
| <b>Business Day</b>                | means a day other than a Saturday, Sunday or bank or public holiday in England;                                                                                                                                                                                                                                                                                                                                         |
| <b>Confidential Information</b>    | means all information (whether in oral, written or electronic form) relating to the other Party's business which may reasonably be considered to be confidential in nature including information relating to the other Party's technology, know-how, Intellectual Property Rights, assets, finances, strategy, products, customers, the Data and Derived Data;                                                          |
| <b>Customer or you</b>             | has the meaning given in the Services Order Form;                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Data</b>                        | means the datasets to be provided by Addresscloud to the Customer as defined in the 'Data' section of the Services Order Form and which may include Provider Data;                                                                                                                                                                                                                                                      |
| <b>Data Protection Laws</b>        | means all Applicable Law relating to the processing, privacy and/or use of Personal Data, as applicable to either Party or the Services, including: <ul style="list-style-type: none"> <li>the GDPR;</li> <li>the Data Protection Act 2018;</li> <li>any laws which implement or supplement any such laws; and</li> <li>any laws that replace, extend, re-enact, consolidate, or amend any of the foregoing;</li> </ul> |
| <b>Description</b>                 | has the meaning of the relevant Service description in <a href="https://cdn.addresscloud.com/legal/services.pdf">https://cdn.addresscloud.com/legal/services.pdf</a> .                                                                                                                                                                                                                                                  |
| <b>Derived Data</b>                | means the Data or other information that is created in whole or in part from the Data and that can be (a) readily reverse-engineered to recreate the Data or (b) used to create other data that is a reasonable                                                                                                                                                                                                         |

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|                                     | facsimile for the Data;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Documentation</b>                | means the documents made available to the Customer by Addresscloud from time to time in relation to the delivery and use of the Service.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Fee</b>                          | means, in respect of each Service, the fees payable by the Customer in consideration of that Service together with any other amounts payable to Addresscloud under this Agreement. All Fees are in £GBP and excluding VAT. Unless otherwise stated, the fees are annual in line with a Service Year;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>GDPR</b>                         | means the General Data Protection Regulation, Regulation (EU) 2016/679, as it forms part of domestic law in the United Kingdom by virtue of section 3 of the European Union (Withdrawal) Act 2018 (including as further amended or modified by the laws of the United Kingdom or of a part of the United Kingdom from time to time);                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Good Industry Practice</b>       | means the exercise of such reasonable skill and care as would reasonably be expected from a skilled and experienced person engaged in the same type of undertaking under the same or similar circumstances.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Insured Locations</b>            | means the number of locations (addresses) a Customer insures as a basis for pricing;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Integrator</b>                   | means a third party contracted by the Customer or Authorised Affiliate, but not by Addresscloud, who integrates the Services into the Customer systems on behalf of the Customer;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Intellectual Property Rights</b> | <p>means any and all copyright, rights in inventions, patents, know-how, trade secrets, trademarks and trade names, service marks, design rights, rights in get-up, database rights and rights in data, semiconductor chip topography rights, utility models, domain names and all similar rights and, in each case:</p> <p>whether registered or not;</p> <ul style="list-style-type: none"> <li>(a) including any applications to protect or register such rights;</li> <li>(b) including all renewals and extensions of such rights or applications;</li> <li>(c) whether vested, contingent, or future; and</li> <li>(d) wherever existing;</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Internal Business Use</b>        | means the Customer's and Authorised User use for its or their own internal business operations. Such use does not include use by Customer on a service bureau basis or otherwise to provide services to, or process data for, any third party;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Open Source Software</b>         | means any computer program or application in which the source code is open and available to the public: for use, modification or redistribution under an open source licence;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Party or Parties</b>             | means either Addresscloud or the Customer;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Permitted Downtime</b>           | means scheduled maintenance which Addresscloud shall use reasonable endeavours to undertake from 6pm to 8am (UK time); emergency maintenance; or downtime caused in whole or part by Force Majeure.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Permitted Purpose</b>            | <p>means the permitted use of the Service(s) is limited to Internal Business Use and limited utilisation by Authorised Affiliates, such that the use of the Service is on the Customer's behalf, and as otherwise explicitly outlined in this Agreement. Use on public facing website or application is only permitted where indicated in the Services Order Form. Any other usage requires prior written consent from the Parties.</p> <p>Permitted Purpose expressly excludes the following, but not limited to, to the maximum extent permitted by law:</p> <ul style="list-style-type: none"> <li>(a) modifying, translating, format-changing, enhancing, reproducing, copying (except where strictly necessary for system backup), redistributing, disseminating, selling, dealing with, licensing, encumbering, reverse engineering, disassembling, or decompiling the Services, or any part thereof, except to the extent permitted by law;</li> <li>(b) using the Services in any manner for the creation of products or services for distribution;</li> <li>(c) using the Services otherwise than for the Permitted Purpose;</li> <li>(d) putting, or allowing the Services (or any material derived from them) to be put on any free, open, or public access website;</li> </ul> |

|                                           |                                                                                                                                                                                                                                                                                                                 |
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|                                           | <p>(e) distributing or granting licenses of the Services (in whatever form) or material derived from the Services (including interrogating the Services); or</p> <p>(f) otherwise commercially exploit, or otherwise make the Services available to any third party except as permitted in this Agreement;</p>  |
| <b>Platform</b>                           | means software used to host an API, Application or Service;                                                                                                                                                                                                                                                     |
| <b>Privacy Policy</b>                     | means Addresscloud's privacy policy in relation to the Services (as updated from time to time), which as at Services Order Form is the latest version available at <a href="https://cdn.addresscloud.com/legal/privacy.pdf">https://cdn.addresscloud.com/legal/privacy.pdf</a> ;                                |
| <b>Provider</b>                           | means a third-party with whom Addresscloud is licensed to provide their Data under the Services Order Form;                                                                                                                                                                                                     |
| <b>Provider Data</b>                      | means chargeable Data from a Provider. Any Provider Data provided under the terms of the Services Order Form is listed in Services paragraph 3 of the Services Order Form;                                                                                                                                      |
| <b>Purchased Authorised User Accounts</b> | means, in respect of each Service, the number of Authorised Users who may use that Service as set out in the Services Order Form (as applicable);                                                                                                                                                               |
| <b>Renewal Date</b>                       | has the meaning given in Clause 15;                                                                                                                                                                                                                                                                             |
| <b>Service Period</b>                     | means (subject to Clauses 16 and 17) in respect of each Service, the duration during which such services are to be provided as initially set out in the Services Order Form and as varied in accordance with this Agreement;                                                                                    |
| <b>Service Year</b>                       | means the period of time from the Service Period start date to the first anniversary of the Service Period start date, and subsequent years thereafter. Where no Service Period start date is indicated, the Effective Date of this Agreement shall be used;                                                    |
| <b>Services</b>                           | means each cloud service to which the Customer has subscribed as set out in the Services Order Form (and Service shall refer to each respective service separately) and shall include Data;                                                                                                                     |
| <b>Services Order Form</b>                | means the electric or physical form (including its schedules, annexes, and appendices (if any)) Services Order Form, forming the Services entered into by or on behalf of the Customer and Addresscloud, incorporating this Agreement (and as varied by the Parties by agreement in writing from time to time); |
| <b>Support</b>                            | means, in respect of the relevant Service, the support provided by Addresscloud to the Customer as described in Clause 4.5 of the ToS;                                                                                                                                                                          |
| <b>Usage Limits</b>                       | means, in respect of the relevant Service, the limitations of use as identified in the Services Order Form;                                                                                                                                                                                                     |
| <b>Transaction</b>                        | has the meaning that one transaction is counted for every successful request that results in an address match being returned;                                                                                                                                                                                   |
| <b>VAT</b>                                | means United Kingdom value added tax, any other tax imposed in substitution for it.                                                                                                                                                                                                                             |