



- A. These Licencing Terms and Conditions (this **Agreement**) shall take effect by and between Faculty Science Limited, a private limited company incorporated in England and Wales (company registration number 08873131) with its principal place of business located at 160 Old Street, London, United Kingdom, EC1V 9BW (**Faculty**) and the customer who licences Faculty software products and/or purchases services hereunder (**Customer** and, collectively with Faculty, the **Parties**) on such date set out in the Order (the **Effective Date**).
- B. This Agreement sets forth the terms and conditions pursuant to which Customer will licence or access certain Faculty commercial software products and/or contract for certain services from Faculty and pursuant to which Faculty will provide such products and/or services to Customer as set forth in the applicable order form, statement of work or other description of products and/or services (the **Order**). In the event of a direct conflict between this Agreement and any Order, this Agreement shall control with respect to that issue.

Licensing Terms and Conditions

1. Grant of Limited Licence

- 1.1. Frontier Access Software. Subject to Customer's continued and full compliance with all of the terms and conditions of this Agreement, Faculty hereby grants to Customer a non-transferable, non-assignable, non-exclusive, limited licence, without any right to sub-license, during the applicable Term (as defined below) to use the Frontier Access Software specified in the Order solely for the purpose of accessing the Frontier Software.
- 1.2. Where relevant, and unless otherwise agreed to in writing by the parties, including in any applicable Order, Customer will be responsible, at its own cost and expense, for the procurement and maintenance of all necessary infrastructure including, without limitation, all costs relating to a Cloud Provider and servers needed to fully operate and support the Frontier Application.

2. Provision of access

- 2.1. Frontier Software. Subject to Customer's continued and full compliance with all the terms and conditions of this Agreement including, without limitation, Customer's payment of all the fees due hereunder, Faculty shall provide Customer with a non-transferable, non-assignable, non-exclusive, limited right to access to the Frontier Software pursuant to the applicable Order during the applicable Term for Customer's internal business purposes, and only for the purposes specified in the applicable Order.
- 2.2. Customer Information, Materials and Content. Customer shall provide Faculty with all information, assistance, and materials, including access to Customer Content, as reasonably required for Faculty to activate and operate the Frontier Software for Customer pursuant to the Agreement. Customer grants and agrees to grant to Faculty a non-exclusive licence to use, copy, store, process, retrieve, and display such information and materials in connection with the provision of the Frontier Application for Customer. Faculty is not permitted to disclose Customer Content without Customer's consent (other than to Authorised Representatives who assist Faculty in providing the Frontier Application) unless required to do so pursuant to applicable law or regulation or requests or orders of judicial, governmental, or regulatory entities.

3. Authorised User Accounts

- 3.1. Customer and/or Faculty may establish service and other accounts for the Frontier Application (**Accounts**)

for Customer's employees or independent contractors with a need to access the Frontier Application on behalf of Customer (**Authorised Users**). Customer shall inform each Authorised User of its obligations under, and ensure that each Authorised User at all times abides by, the terms of this Agreement.

- 3.2. Customer shall immediately notify Faculty if Customer or an Authorised User becomes aware of any violation of the terms of this Agreement. Customer is solely responsible for any use of the Frontier Application that occurs on Customer's Accounts and shall be liable for any breach of this Agreement by an Authorised User. Faculty may create Accounts for Faculty user access and testing.

4. Account Protection

- 4.1. Administration. Customer shall be solely responsible for administering and protecting Accounts. Customer agrees to provide access to the Frontier Application only to Authorised Users, and to require such Authorised Users to keep Account login information, including usernames and passwords, strictly confidential and not provide such Account login information to any unauthorised parties, and to use standard security measures to protect Accounts (including, without limitation, using single sign-on authentication to access the Frontier Application). Customer is solely responsible for controlling access to the Frontier Application and maintaining the confidentiality of Account login information.
- 4.2. Account breach. If Customer or any Authorised User becomes aware that the security of any Account login information has been compromised, Customer shall immediately de-activate such Account or change the Account's login information. If Faculty discovers or is notified of a breach of security that affects the security of any Customer Content subject to any data breach notification law, Faculty will notify Customer as required by applicable law, and Customer will be responsible for notifying affected individuals.

5. Infrastructure

- 5.1. Where, at Customer's request, Faculty is providing the Frontier Application through a Cloud Provider, Customer agrees that any use by Customer of such Cloud Provider products or services through Cloud Provider, and any exchange of data between Customer and Cloud Provider, is solely between Customer and Cloud Provider, and Cloud Provider is not a subcontractor of Faculty. Where applicable, Faculty may, and Customer authorises Faculty to, set up the account with Cloud Provider on behalf of Customer in the name of the Customer and at the Customer's cost.
- 5.2. Customer agrees (a) to comply with the Cloud Provider terms and conditions available upon request from Cloud Provider; and (b) that Faculty is not responsible for Cloud Provider (including without limitation, uptime guarantees, outages or failures) or liable for any claims arising out of use of the Cloud Provider. Customer agrees to provide all necessary authentication, validation, or access information or codes to Faculty so that Faculty can access such Cloud Provider on behalf of Customer.
- 5.3. Customer authorises Faculty, as Faculty deems necessary to (a) access such Cloud Provider on behalf of Customer and (b) use, modify, and operate on all Customer Content to provide the Frontier Software.
- 5.4. If Faculty receives a third-party subpoena or request or order of judicial, governmental, or regulatory entities regarding Customer's Account or Customer Content, Faculty may provide Customer notice, except where providing notice is prohibited by the legal process itself, by court order, or by applicable law or where Faculty has reason to believe providing notice could create a risk of injury or death to any person. If Faculty is obligated to respond to a third-party subpoena or other request or order of judicial, governmental, or regulatory entities regarding Customer's Account or Cloud Content, Customer will also reimburse Faculty for reasonable attorneys' fees, as well as for the time and materials spent by Faculty responding to the third-party subpoena or other request or order of judicial, governmental, or regulatory entities.

6. Ownership

- 6.1. Except for the limited licence rights expressly provided in this Agreement, Customer acknowledges and agrees that, as between the Parties, Faculty retains all rights, title, and interest in and to the Frontier Application and any other related configuration of the Frontier Application, documentation or materials provided by Faculty (including, without limitation, all Intellectual Property Rights embodied in any of the foregoing).
- 6.2. Customer shall and hereby does irrevocably transfer and assign, by way of a present and future assignment with full title guarantee to Faculty all right, title, and interest it may have in the foregoing to Faculty. Customer acknowledges that it is obtaining only a limited right to access the Frontier Application under this Agreement and no ownership rights are being conveyed to Customer under this Agreement.
- 6.3. Except for the express rights granted herein, Faculty does not grant any other licences, whether express or implied, to any Faculty software, services, technology, or Intellectual Property Rights. Customer will maintain and not remove, obscure, or alter any copyright notice, trademarks, logos and trade names, and any other notices or product identifications that appear on or in any Frontier Application and any associated media.
- 6.4. As between the Parties, Customer retains all rights, title, and interest in and to the Customer Content.

7. Updates

- 7.1. At its sole discretion, Faculty will have the right to update the Frontier Application from time to time including:
 - A. to release an updated version of the Frontier Application;
 - B. to address digital rights management or security issues;
 - C. in response to claims, litigation, or loss of licence rights related to third party Intellectual Property Rights;
or
 - D. to comply with applicable law or regulation or requests or orders of judicial, governmental or regulatory entities. Faculty may deliver Updates electronically.
- 7.2. Where Customer is hosting the Frontier Application on Customer's own infrastructure, it shall use its best efforts to deploy the latest version of the Frontier Application released by Faculty.

8. Restrictions

- 8.1. Customer will not (and will not allow any third party to):
 - A. decompile, disassemble, reverse engineer, scan, or attempt to discover any source code or underlying ideas or algorithms of any of the Frontier Application (except to the extent that applicable law expressly permits such reverse engineering and then on prior written notice to Faculty);
 - B. provide, lease, lend, rent, use for timesharing or service bureau purposes or otherwise use or allow others to use the Frontier Application for the benefit of any third party;
 - C. list or otherwise display, copy or reuse any code of in the Frontier Application;
 - D. copy any of the Frontier Application (or component thereof), develop any improvement, modification, adaptation or derivative work thereof, or include any portion thereof in any other equipment or item;
 - E. allow the transfer, transmission (including, without limitation, making available on-line, electronically transmitting, performance, broadcast, or otherwise communicating to the public), export, or re-export of

any of the Frontier Application (or any portion thereof) or any Faculty technical data or other Confidential Information;

- F. access, attempt to access, copy, scan, transfer, or distribute any source code for any Frontier Application without the prior written consent of Faculty;
- G. perform benchmark tests or other technical evaluations of the Frontier Application without the prior written consent of Faculty (any results of such permitted testing shall be deemed Confidential Information (as defined below) of Faculty);
- H. gain or attempt to gain unauthorised access to the Frontier Application, or any element thereof, or circumvent or otherwise interfere with any authentication or security measures of the Frontier Application;
- I. interfere with or disrupt the integrity or performance of the Frontier Application;
- J. input, upload, transmit, or otherwise provide material containing software viruses or other harmful or deleterious computer code, files, scripts, agents, or programs to or through the Frontier Application; or
- K. use, evaluate or view the Frontier Application for the purpose of developing, designing, modifying, or otherwise creating any environment, software, models, algorithms, products, program, or infrastructure or any portion thereof, which performs functions similar to the functions performed by the Frontier Application.

8.2. Notwithstanding the foregoing, or any statement to the contrary herein, portions of the Frontier Application may be provided with notices and open source or similar licences from such communities and third parties that govern the use of those portions, and Customer hereby agrees to be bound by and fully comply with all such licences, and any licences granted hereunder shall not alter any duties or obligations Customer may have under such open source licences; however, the disclaimer of warranty and limitation of liability provisions in this Agreement will apply to all such software in the Frontier Application distribution.

9. Usage Data

9.1. Faculty may collect metrics, analytics, statistics or other data related to Customer's use of the Frontier Application regardless of whether the Frontier Application is hosted by Faculty or Customer: (i) in order to provide the Frontier Application, Support Services and Professional Services to and for the benefit of the Customer; (ii) for statistical use (provided that no such data will be used or disclosed that contains identifiable personal information); and (iii) monitor, analyse, maintain and improve the Frontier Application, Support Services and Professional Services.

10. Confidentiality

10.1. Each Party (**Recipient**) shall keep strictly confidential all Confidential Information (as defined below) of the other Party (**Discloser**), and shall not use such Confidential Information except to exercise its rights and perform its obligations herein, and shall not disclose or permit the unauthorised transfer of such Confidential Information to any third party other than disclosure on a need-to-know basis to Recipient's own employees, agents, advisors, attorneys, and / or accountants (**Authorised Representatives**) who are each subject to obligations of confidentiality at least as restrictive as those stated herein.

10.2. Without limiting the foregoing, Recipient shall use at least the same degree of care as it uses to prevent the disclosure or unauthorised transfer of its own confidential information of like importance, but in no event less than reasonable care. Recipient shall promptly notify Discloser of any actual or suspected misuse or unauthorised disclosure of Discloser's Confidential Information.

- 10.3. **Confidential Information** shall mean (i) for Faculty as Discloser, the Frontier Application (including any information or data relating thereto); and (ii) any other business, technical or engineering information or data (including third party information) disclosed or made available to Recipient by or on behalf of Discloser which by the nature of the information disclosed or the manner of its disclosure would be understood by a reasonable person to be confidential and/or proprietary, in each case in any form (including, without limitation, written, electronic, or oral) and whether furnished before, on, or after the Effective Date; provided, however, that Confidential Information shall not include any information that (a) is or becomes part of the public domain through no act or omission of Recipient or any Authorised Representatives, (b) is known to Recipient at the earlier of the Effective Date or the time of disclosure by Discloser (as evidenced by written records) without an obligation to keep it confidential, (c) was rightfully disclosed to Recipient prior to the Effective Date from another source without any breach of confidentiality by the third party discloser and without restriction on disclosure or use, or (d) Recipient can document by written evidence that such information was independently developed by Recipient without the use of or any reference or access to Confidential Information of Discloser, by persons who did not have access to such Confidential Information.
- 10.4. Recipient is responsible and shall be liable for any breaches of this Section and any disclosure or misuse of any Confidential Information of Discloser by its Authorised Representatives (or any other person or entity to which Recipient has disclosed Confidential Information pursuant to this Section). Recipient's obligations with respect to Discloser's Confidential Information shall survive termination of this Agreement for a period of five (5) years; *provided*, that Recipient's obligations hereunder shall survive and continue in perpetuity after termination with respect to any Confidential Information that is a trade secret under applicable law.

11. Delivery and Payment

- 11.1. The Frontier Application is deemed delivered when the Customer has access to the Frontier Software for installation.
- 11.2. Unless agreed otherwise in writing in an Order, Faculty shall begin invoicing Customer on a quarterly basis up-front until the fees set forth in Order are paid in full.
- 11.3. All payments shall be made via wire transfer to an account designated by Faculty in the currency set forth on the corresponding invoice. All fees set forth in the invoice are due within thirty (30) days after the date of issuance of Faculty's invoice. Customer shall be responsible for all taxes arising under this Agreement, including, but not limited to, sales, use, gross receipts, excise, value added, and goods and services taxes, in addition to any duties, costs of compliance with export and import controls and regulations, and other governmental assessments.
- 11.4. Any late payments shall be subject to a service charge equal to 1.5% per month of the total amount due or the maximum amount allowed by applicable law, whichever is less, until the payment is made in full, whether before or after any judgement.

12. Configuration

- 12.1. The Parties shall comply with their respective obligations set out in the Configuration Document or Order, as relevant, which sets out the basis on which Faculty shall support the configuration of the Frontier Application for the Customer.
- 12.2. Faculty, or another third party, shall carry out, in accordance with the Configuration Document or Order, as relevant, the works necessary to configure the Frontier Application to the Customer.
- 12.3. The Customer shall provide Faculty, or another third party, with all reasonably necessary assistance and access to information as may be required in order to assist the Customer with the steps set out in the Configuration Document or Order, as relevant.

13. Support Services

- 13.1. Subject to the payment of the applicable fees set forth in the Order, if any, and any services or consulting to be provided under the Order, Faculty shall use commercially reasonable efforts to provide Customer with the Support Services.
- 13.2. Faculty shall be permitted to access the Customer's instance of the Frontier Application on-site at the Customer or remotely via a virtual private network or other secure channel solely to provide the Support Services.
- 13.3. Any additional consulting, integration, enhanced Configuration or other Professional Services requested by Customer from Faculty will be subject to a separate, mutually agreed upon written order or agreement executed by the Parties.

14. Training

- 14.1. Subject to payment of the applicable fees set forth in the Order, Faculty may provide its training services to specific Customer personnel specified in the Order (**Training**).
- 14.2. Customer shall be responsible for reimbursing Faculty for all reasonable costs and expenses that Faculty incurs in the event Customer requests that the Training be provided at any location other than a Faculty facility or virtually, including, but not limited to, reasonable travel, room, and board, and rental and configuration of training facilities (if applicable).

15. Professional Services

- 15.1. In addition to any Support Services and Training discussed above, upon payment of the applicable fees set forth in the Order, Faculty will provide Customer with the consulting, integration, or other professional services (collectively, **Professional Services**) related to the Frontier Application specified in the Order.
- 15.2. From time to time at Customer's request, and upon mutual written agreement of the Parties, Faculty may provide additional Professional Services with respect to Customer's use of the Frontier Application. The performance of any Professional Services by Faculty shall not affect the ownership of the Frontier Application and other related materials provided by Faculty in connection with this Agreement.

16. Term and Termination

- 16.1. This Agreement shall begin on the Effective Date and remain in effect for the duration of the Term (as defined below), unless otherwise terminated as provided herein.
- 16.2. Term. The term of each Order shall continue for the period of time set forth in the Order unless otherwise terminated as provided herein (each such period a **Term**).
- 16.3. Termination. Without limiting either Party's other rights of termination set forth in this Agreement, either Party may terminate this Agreement immediately upon written notice to the other Party:
- A. in the event of any material breach (as reasonably determined by the terminating Party) by the other Party of any term, condition or provision of this Agreement and failure to remedy the breach (and provide reasonable written notice of such remedy to Faculty) within thirty (30) days following written notice of such breach from the terminating Party; or
 - B. where a Party holds any meeting with or proposes to enter into or has proposed to it any arrangement or composition with its creditors (including any voluntary arrangement as described in the Insolvency Act 1986); has a receiver, administrator, or other encumbrancer take possession of or appointed over or has any distress, execution or other process levied or enforced (and not discharged within 7 days) upon the whole or substantially all of its assets; ceases or threatens to cease to carry on business or becomes

unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986; or suffers any analogous event.

16.4. Upon any termination or expiration of this Agreement, all of Customer's rights and licences granted hereunder to the Frontier Application shall immediately cease. Customer shall, within ten (10) days of termination or expiry, promptly (i) return to Faculty all copies of the Frontier Application, (ii) delete the Frontier Application from all Customer systems and infrastructure, including all backup copies and any portions thereof, and all other Confidential Information, and (iii) certify in writing to Faculty that such return and deletion are complete and irrevocable. No termination or expiration of this Agreement shall limit or affect Faculty's rights or Customer's obligations that accrued prior to the effective date of termination or expiration (including without limitation, payment obligations).

16.5. This Section 16 and Sections 1, 2, 6, 8, 10 (but only for the period of time specified therein), 16, 17, 18, 19, 20, shall survive any termination or expiration of this Agreement. Termination is not an exclusive remedy, and all other remedies will remain available. All non-expired Orders shall automatically terminate upon the termination of this Agreement.

17. Indemnification

17.1. Subject to clause 20.1, Faculty shall defend, indemnify and hold harmless Customer from and against damages, costs, and reasonable attorneys' fees, if any, finally awarded pursuant to a non-appealable order by a court of competent jurisdiction against Customer from any claim of infringement or violation of any patent, copyright, or trade mark asserted against Customer by a third party based upon Customer's use of the Frontier Application in accordance with the terms and conditions of this Agreement and any other applicable terms of use, provided that Faculty shall have received from Customer:

- A. notice of such claim within twenty (20) days of Customer receiving notice of such claim;
- B. the exclusive right to control and direct the investigation, defence, and settlement (if applicable) of such claim; and
- C. all reasonable necessary cooperation of Customer.

17.2. If Customer's use of any of the Frontier Application is, or in Faculty's opinion is likely to be, enjoined by a court of competent jurisdiction due to the type of infringement specified above, or if required by settlement approved by Faculty in writing, Faculty may, in its sole discretion:

- A. substitute for the Frontier Application substantially functionally similar programs;
- B. procure for Customer the right to continue using the Frontier Application; or
- C. if Faculty reasonably determines that options (A) and (B) are commercially impracticable, terminate this Agreement without liability to Customer and refund to Customer a prorated portion of the licence fee paid hereunder that reflects the remaining portion of the term or terms of any Order in effect at the time of termination.

17.3. The foregoing indemnification obligation of Faculty shall not apply:

- A. if the Frontier Application is modified by any party other than Faculty, but only to the extent the alleged infringement would not have occurred but for such modification;
- B. if the Frontier Application is modified by Faculty at the request of Customer, but only to the extent the alleged infringement would not have occurred but for such modification;

- C. if the Frontier Application is combined with other non-Faculty products or processes not authorised by Faculty, but only to the extent the alleged infringement would not have occurred but for such combination;
- D. to any unauthorised use of the Frontier Application or any use that is not consistent with instructions provided by Faculty for us;
- E. to any superseded release of the Frontier Application if the infringement would have been avoided by the use of a current release of the Frontier Application that Faculty has provided or made available to Customer prior to the date of the alleged infringement; or
- F. to any third-party products, software or services contained within or used to deliver the Frontier Application.

17.4. This Section 17 sets forth Faculty's sole liability and obligation and Customer's sole and exclusive remedy with respect to any claim of intellectual property infringement, in contract, tort, statutory duty, or howsoever arising.

17.5. Furthermore, except to the extent specifically covered by Faculty's indemnification obligation above, Customer shall indemnify, hold harmless and defend Faculty against all third-party claims (including reasonable attorneys' fees) against Faculty arising from or relating to Customer's use of the Frontier Application in violation of this Agreement or in violation of applicable law.

18. Faculty Limited Warranty

18.1. All sales are final. No purchases of products are refundable, exchangeable, or offsetable except as expressly set forth in this Agreement. Except as expressly set forth in this Agreement, the Frontier Application and Services are provided "as-is" without any other warranties, conditions or other terms of any kind and Faculty and its suppliers hereby disclaim all further representations, warranties, conditions or other terms of any kind, whether express or implied, by statute, collaterally or otherwise, including, without limitation, the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982, oral or written, relating to the Frontier Application and any Services provided hereunder or the subject matter of this Agreement or otherwise, including but not limited to any warranties, conditions or other terms of non-infringement, merchantability, satisfactory quality, reasonable care and skill or fitness for a particular purpose.

18.2. Without limiting the foregoing limitation, Faculty does not warrant that the Frontier Application or Services will meet Customer requirements or that operation of the Frontier Application will be uninterrupted or error free. Customer acknowledges that Faculty does not control the transfer of data, information, or content over communications facilities, including the internet or third-party services, and that the Frontier Application may be subject to limitations, delays, and other problems inherent in the use of such communications facilities. Faculty is not responsible for any delays, delivery failures, or other damage resulting from such problems.

19. Customer Representations and Warranties

19.1. Customer represents, warrants and covenants to Faculty that it will not use the Frontier Application for any unauthorised, improper or illegal purposes, including but not limited to (i) discrimination, (ii) harassment, (iii) compromising information, data security or confidentiality including Confidential Information, (iv) harmful or fraudulent activities, (v) violation of data protection, privacy or rights of individuals or organisations, and/or (vi) violation of any applicable contractual agreements, laws, regulations, or ordinances.

19.2. Customer, not Faculty, remains solely liable and responsible for all Customer Content. Customer

acknowledges that all Customer Content that Customer transmits, stores, integrates, imports, displays, distributes, uses, or otherwise makes available through use of the Frontier Application and the conclusions drawn therefrom are done at Customer's own risk and Customer will be solely liable and responsible for any damage or losses to any party resulting therefrom.

19.3. Customer represents, warrants and covenants to Faculty that:

- A. it will not transmit, store, integrate, import, display, distribute, use or otherwise make available any Customer Content that is, or is obtained in a manner that is, unauthorised, improper or illegal;
- B. no Customer Content infringes upon or violates any other party's Intellectual Property Rights, privacy, publicity or other proprietary rights;
- C. this Agreement imposes no obligations, by contract or national and international law, regulation or ordinance, with respect to Customer Content, unless explicitly mutually agreed in writing; and
- D. Customer has provided all necessary notifications and obtained all necessary consents, authorisations, approvals and/or agreements as required by any applicable laws or policies in order to enable Faculty to receive and process Customer Content, including personal data, according to the scope, purpose, and instructions specified by Customer.

19.4. Customer acknowledges that all Customer Content that Customer transmits, stores, integrates, imports, displays, distributes, uses, or otherwise makes available through use of the Frontier Application and the conclusions drawn therefrom are done at Customer's own risk and Customer will be solely liable and responsible for any damage or losses to any party resulting therefrom. Faculty has the right to immediately suspend the Frontier Application (a) in order to prevent harm to Faculty or its business and to limit any potential liability, (b) if Customer is in breach of this Agreement, or (c) if required to do so pursuant to applicable law or regulation or requests or orders of judicial, governmental or regulatory entities.

20. Limitations of Liability

20.1. Except for death or personal injury resulting from Faculty's negligence and except for any other liability which cannot be limited or excluded by applicable law, to the maximum extent permitted by applicable law, and notwithstanding anything in this Agreement to the contrary, Customer agrees that the maximum aggregate liability of Faculty on any claim of any kind, whether based on misrepresentation (other than fraudulent misrepresentation), contract, statutory duty, tort (including but not limited to, strict liability, product liability or negligence) or any other legal or equitable theory or arising from or in relation to this Agreement, the Frontier Application or Services furnished hereunder shall not exceed the greater of the fees paid to Faculty by Customer hereunder and that such remedy is fair and adequate.

20.2. Except for death or personal injury resulting from Faculty's negligence and except for any other liability which cannot be limited or excluded by applicable law or breach of the terms implied by Section 2 of the Supply of Goods and Services Act 1982, to the maximum extent permitted by applicable law, and notwithstanding anything in this agreement to the contrary, Faculty disclaims all and shall not be liable to Customer or to any third party with respect to the Frontier Application, Service or otherwise arising out of or in connection with this agreement for any indirect, special, or consequential damages or loss, regardless of the legal theory used to make a claim, and whether or not based upon Faculty's negligence, misrepresentation (other than fraudulent misrepresentation), breach or alleged breach of warranty or other term, express or implied, statutory duty, strict liability, tort or any other cause of action, including without limitation, loss of use, loss, alteration, corruption, or breach of data, software or systems, delays, economic losses, lost profits, anticipated savings, loss of business, loss of contracts, loss of or damage to goodwill or reputation arising out of performance, non-performance or breach or alleged breach of this agreement or the use or inability to use the Frontier Application, or for any matter beyond Faculty's reasonable control,

even if Faculty has been advised as to the possibility of such loss or damages.

21. Dispute Resolution

- 21.1. This Agreement shall be deemed to have been made in and shall be construed pursuant to the laws of England and Wales.
- 21.2. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

22. Miscellaneous

- 22.1. Neither this Agreement nor the licences granted hereunder may be assigned, transferred, mortgaged, charged, placed into trust, subcontracted, or sublicensed by Customer without the prior written consent of Faculty; any attempt to do so shall be void.
- 22.2. Faculty may not assign this Agreement in whole or in part without the prior written consent of Customer; provided, without consent, Faculty may assign this Agreement to an affiliate or to a successor of all or substantially all of Faculty's business, assets or stock.
- 22.3. Any notice required or permitted hereunder shall be in writing and sent by first class mail, confirmed receipt, or major commercial rapid delivery courier service to the address specified in the applicable Order.
- 22.4. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and be enforceable.
- 22.5. Any and all modifications, waivers or amendments must be made by mutual agreement and shall be effective only if made in writing and signed by each party. No waiver of any breach shall be deemed a waiver of any subsequent breach.
- 22.6. Customer's rights under this Agreement are subject to its compliance with all applicable export control laws and regulations.
- 22.7. This Agreement and all mutually executed Orders, together with any confidentiality or non-disclosure agreement entered by and between the parties, is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement.
- 22.8. In the event of a conflict between this Agreement or an Order, the terms and conditions of this Agreement will prevail, except to the extent specifically noted in an Order signed by both parties that such Order terms shall supersede.
- 22.9. Nothing in this Agreement shall create or confer any rights or other benefits whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise in favour of any person other than the parties to this Agreement. There are no third-party beneficiaries to this Agreement.
- 22.10. Faculty will not be liable for any failure/delay in performing its obligations under this Agreement to the extent that this failure is the result of any cause or circumstance beyond the reasonable control of Faculty including acts of god, war or threat of war, terrorist attack, imposition of sanctions, disease, epidemic, embargo, civil commotion, industrial dispute or interruption or failure of any utility service and that failure could not have been prevented or overcome by Faculty acting reasonably and prudently.

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Definitions

- 1.1. Capitalised terms will have the meaning indicated below unless otherwise specifically defined in this Agreement.
- 1.2. **Cloud Provider** means a cloud service provider such as Amazon Web Services or Microsoft Azure.
- 1.3. **Configuration Document** means the document setting out the configuration steps required for the Frontier Application.
- 1.4. **Customer Content** means any data or other content (including models and related code) that is created or provided by Customer or its Authorised Users, whether directly or indirectly from a third party, for transmission, storage, integration, import, display, distribution or use in or through use of the Frontier Application or delivery of the Services, including any aggregated or transformed versions thereof and any analytical outputs.
- 1.5. **CT Definition** means a specific configuration outlining the key attributes, functionalities, limitations, and intended scope of use for the Frontier Software including any critical assumptions or parameters relevant to its performance and expected outputs.
- 1.6. **Frontier Access Software** means the configurable front-end software provided by Faculty to the Customer to access the Frontier Software. This includes software for the Frontier User Interface (UI) and API endpoints for use with third-party UI providers.
- 1.7. **Frontier Application** means the Frontier Access Software and Frontier Software specified in the Order.
- 1.8. **Frontier Software** means the Faculty Frontier proprietary commercial software, models, and algorithms, the CT Definition, and any back-end components, infrastructure tooling, data pipelining, helpers, extensions, plug-ins, and add-ons, in any format, that will be hosted via Faculty's Cloud Provider or the Customer's Cloud Provider and specified in the Order or provided in connection with this Agreement, any third-party software incorporated into and/or used to deliver the Frontier Software and any improvements, modifications, derivative works, patches, Updates, and upgrades thereto that Faculty develops or provides in its discretion to Customer hereunder in connection with this Agreement (and/or in connection with any future or related Orders).
- 1.9. **Intellectual Property Rights** means patent, copyright, trademark, trade secret and other intellectual or industrial property rights.
- 1.10. **Services(s)** means the Support Services, Training and Professional Services, as defined above.
- 1.11. **Support Services** means the services as set out in the support documentation provided by Faculty to the Customer.
- 1.12. **Updates** means Frontier Application changes that Faculty in its discretion implements in the generally available Frontier Application specified in the Order without the payment of additional fees. Updates do not include new platform capabilities, use cases, solution kernels, configurations, or services that Faculty makes available for an additional charge.

