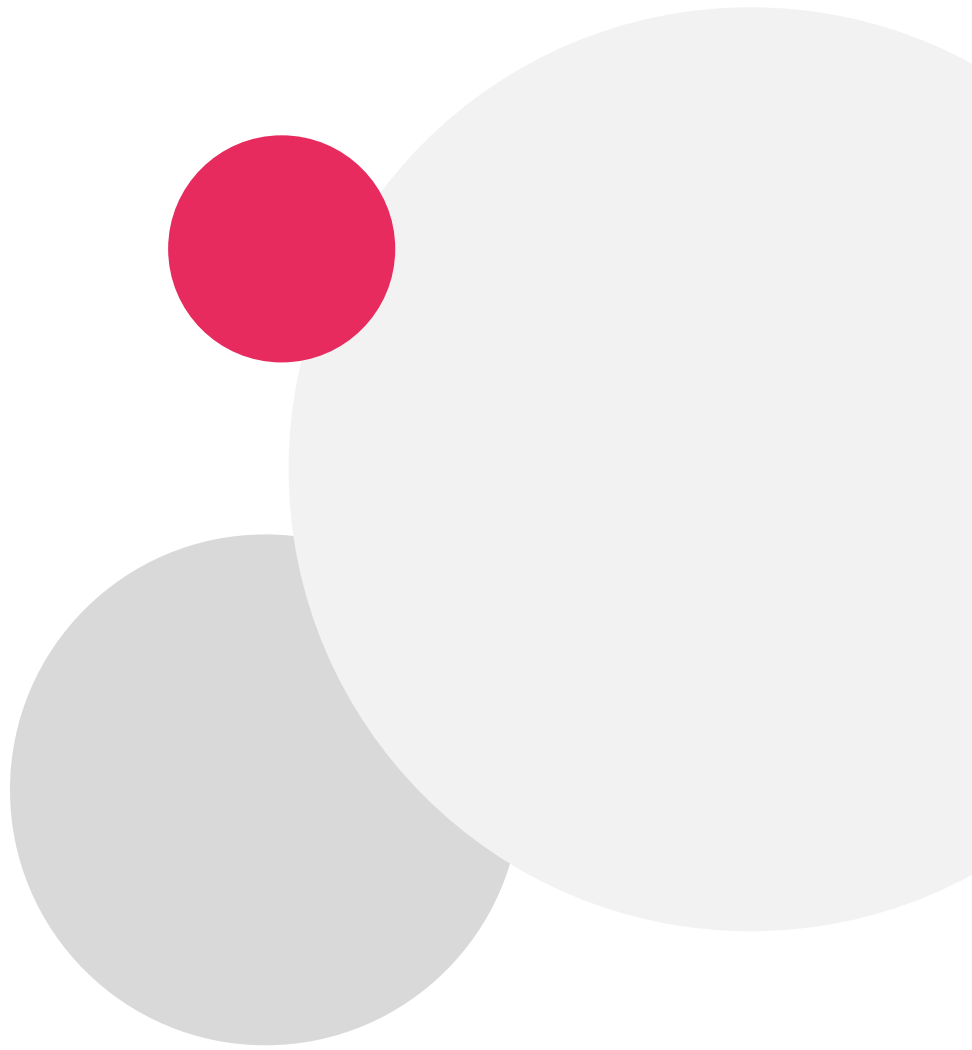




Software Subscription Licence Agreement

Private & Confidential

(1) Aiiimi Limited

(2) {INSERT COMPANY NAME}

Version 1.0

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Schedule 1

Definitions

Schedule 2

Commercial Terms

THIS SOFTWARE SUBSCRIPTION LICENCE AGREEMENT is made **BETWEEN THE PARTIES AND ON THE COMMENCEMENT DATE SET OUT IN PART 1 OF SCHEDULE 2 WORK ORDER** (together the “Parties” and each a “Party”).

THE PARTIES AGREE as follows:

2 Definitions and Interpretation

- 2.1 In this Agreement, unless the context otherwise requires, capitalised terms shall have the meaning set out in Schedule 1 (*Definitions*).
- 2.2 The headings to clauses are inserted for convenience only and shall not affect the interpretation or construction of this Agreement.
- 2.3 All references in this Agreement to:
- (a) Clauses and Schedules are to the clauses and schedules to this Agreement, unless otherwise stated;
 - (b) the singular shall include the plural and vice versa, a gender shall include every gender and a person shall include an individual, company, corporation, firm or partnership;
 - (c) any statute or statutory provision shall include: (i) any subordinate legislation made under it; (ii) any provision which it has modified or re-enacted (whether with or without modification); and (iii) any provision which subsequently supersedes it or re-enacts it (whether with or without modification); and
 - (d) writing or written, does not include faxes or e-mail.
- 2.4 Any obligation in this Agreement on a person not to do something includes an obligation not to agree, allow, permit or acquiesce in that thing being done.
- 2.5 The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.

3 Term and Scope of Agreement

- 3.1 This Agreement shall come into force on the Commencement Date and remain in force for the Term subject to earlier termination by either Party in accordance with Clause Termination. On expiry of the Term this Agreement shall terminate automatically without the requirement for the provision of notice by either Party.
- 3.2 This Agreement sets out the general terms and conditions applicable to the licencing of the Software by Aiimi to the Customer pursuant to this Agreement.
- 3.3 Each Party shall perform its respective obligations under this Agreement in accordance with these terms and confirms it is acting on its own behalf in entering into this Agreement and not for the benefit of any other person.

4 Delivery and Installation

- 4.1 Aiimi shall deliver one copy of the Software to the Customer, by providing a licence key and shall install the Software as specified in Schedule 2 (*Commercial Terms*).

5 Licence

- 5.1 In consideration of the Fee paid by the Customer to Aiimi, Aiimi grants to the Customer a limited, non-exclusive, non-transferable licence to use the Software for the Term, in accordance with the terms and conditions of this Agreement and any restrictions set out in it (including, but not limited to any restrictions set out in this Clause Licence and in Schedule 2).
- 5.2 The use of the Software shall be restricted:
- (a) to use in object code form for the Customer's internal business purposes only (which shall not include allowing the use of the Software by, or for the benefit of, any person other than any personnel of the Customer); and
 - (b) in accordance with the Licence Restrictions in Schedule 2 (*Commercial Terms*);
 - (c) with the Customer having no right to rent, lease, resell, transfer or host the Software (or any portion of it) to or for any third party; and
 - (d) with the Customer having no right (and not being permitted to allow any third party) to copy, adapt, reverse engineer, decompile, disassemble, modify, adapt or make error corrections to the Software (in whole or in part) except to the extent absolutely required to integrate the Software with other software and systems used by the Customer and with the prior approval of Aiimi,
- unless agreed otherwise in writing with Aiimi. The Customer acknowledges that additional fees and charges may be payable under this Agreement if the Customer's use of the Software is expanded.
- 5.3 The Customer shall not use, nor allow any third party to use, any information provided by Aiimi or obtained by the Customer during the Term (including any Documents provided in the course of performance of this Agreement) to create any software whose expression is substantially similar to that of the Software.
- 5.4 The Customer shall not:
- (a) sub-license, assign or novate the benefit or burden of this Agreement (or the licence granted in Clause In consideration of the Fee paid by the Customer to Aiimi, Aiimi grants to the Customer a limited, non-exclusive, non-transferable licence to use the Software for the Term, in accordance with the terms and conditions of this Agreement and any restrictions set out in it (including, but not limited to any restrictions set out in this Clause Licence and in Schedule 2).) in whole or in part;
 - (b) allow the Software to become the subject of any charge, lien or encumbrance; nor
 - (c) deal in any other manner with any or all of its rights and obligations under this Agreement,
 - (d) without the prior written consent of Aiimi, such consent not to be unreasonably withheld or delayed.
- 5.5 The Customer is solely responsible for the granting access of to the Software by its Users and for their acts in relation to the Software. The Customer shall ensure all Users use the Software in accordance with the provisions of this Agreement and any acceptable use policy (or similar terms) provided by Aiimi from time to time.
- 5.6 The Customer shall:
- (a) keep a complete and accurate record of the Customer's copying and disclosure of the Software and its Users, and produce such record to Aiimi on request from time to time;

- (b) notify Aiimi as soon as it becomes aware of any unauthorised use of the Software by any person;
- 5.7 pay an amount equal to the fees which Aiimi would have levied (in accordance with its normal commercial terms then current) for broadening of the scope of the licence granted under this Agreement to cover the unauthorised use, as if Aiimi had licensed any such unauthorised use. Such fees shall be calculated as at the date when such use commenced and shall include interest on such sums at the rate provided for in Clause In the event that the Customer reasonably disputes an invoice:
- (a) the Customer shall:
 - (i) immediately notify Aiimi in writing explaining why in good faith it disputes any or all of the Fees as set out on the invoice; and
 - (ii) pay the undisputed portion of such invoice in accordance with the terms of this Agreement; and
 - (b) the parties shall meet to resolve such dispute in good faith.
 - (c) , interest accruing from such date to the date of payment.
- 5.8 The Customer shall permit Aiimi to inspect and have access to any premises (and to the equipment and systems located there) at or on which the Software is used or stored, and have access to any records kept in connection with this Agreement, for the purposes of ensuring that the Customer is complying with the terms of this Agreement. Any such inspection shall be carried out following the provision of reasonable advance notice to the Customer and with the Customer's prior approval (such approval not to be unreasonably withheld or delayed).

6 Third Party Software

- 6.1 The Customer accepts and acknowledges that Third-Party Software forms part of the Software. The Customer further accepts it cannot and is not entitled to use the Third-Party Software except in the course of using the Software in accordance with the terms and conditions of this Agreement.
- 6.2 The Customer agree to fully comply with any terms of use of the Third-Party Software it is made aware of and any instructions Aiimi provide or restrictions Aiimi impose with regard to use of the Third-Party Software during the Term.
- 6.3 The owners of the Third-Party Software retain all relevant rights in and ownership of their software and in all copies of it.
- 6.4 Aiimi accepts no liability for, nor warrants in any way the performance of, any Third-Party Software.

7 Updates and Upgrades

- 7.1 Aiimi may from time to time provide the Customer with Updates and Upgrades, in line with Updates and Upgrades generally made available to its customers. The release of any Update or Upgrade during the Term shall be entirely at Aiimi's option. To the extent the Customer is required to install an Update or Upgrade, the Customer shall carry out such installation as soon as reasonably practicable after receipt of the Update or Upgrade from Aiimi.

8 Aiimi's Warranties

- 8.1 Aiimi warrants that the Software will conform in all material respects to the Specification for the Warranty Period. If, within the Warranty Period, the Customer has complied in full with the provisions of Clause Aiimi shall be under no liability under the warranty set out in Clause 7.1; and the

material non-conformance of the Software does not result from the Customer, or anyone acting with the authority of the Customer, having amended the Software or used it outside the terms of this Agreement, Aiimi shall, at its option, do any or all of the following:

- (a) repair the Software;
 - (b) replace the Software; or
 - (c) terminate this Agreement immediately on the provision of notice in writing to the Customer and refund any of the Fee paid by the Customer as at the date of termination (less a reasonable sum in respect of the Customer's use of the Software to the date of termination) on return of the Software and all copies thereof.
- 8.2 In the event Aiimi opt to repair the Software, the Customer shall provide all necessary assistance to Aiimi to enable Aiimi to successfully repair the Software.
- 8.3 This Clause Aiimi warrants that the Software will conform in all material respects to the Specification for the Warranty Period. If, within the Warranty Period, the Customer has complied in full with the provisions of Clause Aiimi shall be under no liability under the warranty set out in Clause 7.1.; and the material non-conformance of the Software does not result from the Customer, or anyone acting with the authority of the Customer, having amended the Software or used it outside the terms of this Agreement, Aiimi shall, at its option, do any or all of the following: constitutes the Customer's exclusive remedy and Aiimi's only liability for breach of the warranty set out above and, for the avoidance of doubt, is subject to Clause Subject to Clauses This Clause Limitation of Liability sets out the entire financial liability of Aiimi (including any liability for the acts or omissions of its Consultants) to the Customer in respect of any: and Nothing in this Agreement limits or excludes either Party's liability for: above:.
- 8.4 Aiimi shall be under no liability under the warranty set out in Clause Aiimi warrants that the Software will conform in all material respects to the Specification for the Warranty Period. If, within the Warranty Period, the Customer has complied in full with the provisions of Clause Aiimi shall be under no liability under the warranty set out in Clause 7.1.; and the material non-conformance of the Software does not result from the Customer, or anyone acting with the authority of the Customer, having amended the Software or used it outside the terms of this Agreement, Aiimi shall, at its option, do any or all of the following:.
- (a) unless the Customer notifies Aiimi in writing of the alleged defect within the Warranty Period;
 - (b) where in respect of any defect, the Customer failed to follow Aiimi's instructions (whether oral or in writing) in respect of such Software;
 - (c) if the total Fees for the Software have not been paid by the Customer by the due date for payment; or
 - (d) for any Software provided in accordance with specifications, instructions or recommendation issued by the Customer.
- 8.5 Aiimi does not warrant that:
- (a) the use of the Software will be uninterrupted or error-free; or
 - (b) that the Software will run on any specific hardware (unless the Customer has been informed otherwise, in writing, by Aiimi).

- 8.6 The Customer accepts responsibility for the selection of the Software to achieve its intended results and acknowledges that the Software has not been developed to meet the individual requirements of the Customer or any customer of Aiimi.
- 8.7 The Customer acknowledges that any Third-Party Software (including but not limited to any open source software) is provided "as is" and expressly subject to clause 5 and the disclaimer in Clause All other conditions, warranties or other terms which might have effect between the parties or be implied or incorporated into this licence or any collateral contract, whether by statute, common law or otherwise, are hereby excluded, including the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose or the use of reasonable skill and care..
- 8.8 All other conditions, warranties or other terms which might have effect between the parties or be implied or incorporated into this licence or any collateral contract, whether by statute, common law or otherwise, are hereby excluded, including the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose or the use of reasonable skill and care.

9 Fees

- 9.1 The Fees payable by the Customer in relation to provision of the Licence are as set out in Part 3 of Schedule 2 (Commercial Terms) of this Agreement and the Customer shall pay Aiimi the Fees in accordance with the terms and conditions of this Agreement.
- 9.2 All Fees and any other charges payable under this Agreement are exclusive of any applicable VAT or any relevant local sales taxes, which shall be payable by the Customer at the rate and in the manner prescribed by law against submission of a valid tax invoice (and payment of which the Customer shall remain responsible).
- 9.3 In the event that the Customer reasonably disputes an invoice:
- (a) the Customer shall:
 - (i) immediately notify Aiimi in writing explaining why in good faith it disputes any or all of the Fees as set out on the invoice; and
 - (ii) pay the undisputed portion of such invoice in accordance with the terms of this Agreement; and
 - (b) the parties shall meet to resolve such dispute in good faith.
- 9.4 Without prejudice to any other right or remedy that Aiimi may have, if the Customer fails to pay Aiimi any undisputed amount on the due date, Aiimi may charge interest on such sum from the due date for payment at the annual rate of 4% above the base lending rate from time to time of the Bank of Scotland plc.
- 9.5 All Fees and any other sums payable to Aiimi under this Agreement shall become due immediately on termination of this Agreement, despite any other provision. This Clause **Error! Not a valid bookmark self-reference.** is without prejudice to any right to claim for interest under the law, or any such right under this Agreement.

10 Customer Obligations

- 10.1 The Customer shall:
- (a) co-operate with Aiimi in all matters relating to the Software, such co-operation shall include providing access to Customer personnel who are familiar with the Customer Equipment and the Customer Materials to the extent required by Aiimi during delivery, installation and throughout the Term;

- (b) provide, in a timely manner, such Customer Materials and other information as Aiimi may reasonably require in order to deliver the Software, and ensure that such materials are accurate in all material respects;
 - (c) provide, for Aiimi and its Consultants, in a timely manner and at no charge to Aiimi, access to the Customer's premises, the Customer Equipment (which must be in good working order and suitable for the Software), office accommodation, data, Internet access and/or appropriate telecommunications facilities, and other facilities as reasonably required by Aiimi in order to deliver the Software;
 - (d) provide prior written notice to Aiimi of all health and safety rules and regulations and any other reasonable security requirements that may apply at the Customer's premises, if applicable;
 - (e) obtain and maintain at its own cost all necessary licences and consents and comply with all relevant legislation in relation to the:
 - (i) Software; and
 - (ii) Aiimi's use of:
 - (A) the Customer Materials; and
 - (B) the Customer Equipment and access to the Customer's premises;to the extent required for Aiimi to perform its obligations under this Agreement;
 - (f) provide Aiimi, its Consultants and partners with reasonable information and secure access to the Customer Equipment and systems of the Customer with respect to the use of the Software (including access to relevant accounts and passwords), during the Term, to perform its obligations under this Agreement and to perform any reasonably required ancillary activity related to the provision of the Software (as notified to the Customer, by Aiimi, in advance);
 - (g) be responsible for all Customer Data utilised in connection with the use of the Software, including the security and maintenance of all rights in any Customer Data and the granting of access to use it, as necessary for Aiimi to perform its obligations under this Agreement without violating the rights of any third party. The Customer agrees that Aiimi may use Customer Data to develop aggregated statistics and other information compiled from all customers. For completeness, Aiimi does not and will not assume any obligations with respect to any Customer Data or to the Customer's use of the Software other than as expressly set forth in this Agreement or as required by applicable law; and
 - (h) comply with its obligations and any restrictions set out in this Agreement and any acceptable use policies that apply to the Software;
 - (i) notify Aiimi immediately in writing of any defect, fault, virus or malware identified in the Software or any other failure of the Software to conform to the Specification or any of the warranties given by Aiimi under this Agreement during the Warranty Period.
- 10.2 If Aiimi's performance of its obligations under this Agreement is prevented or delayed by any act or omission of the Customer, its personnel, agents, sub-contractors, consultants or employees, Aiimi shall:
- (a) not be liable for any costs, charges or losses sustained or incurred by the Customer that arise directly or indirectly from such prevention or delay; and

- (b) have the right to extend the date for performance of its obligations under this Agreement and charge the customer for any additional effort required.

11 Intellectual Property Rights

- 11.1 The Customer acknowledges that all Intellectual Property Rights in the Software belong and shall belong to Aiimi or the relevant third-party owners (as the case may be), and the Customer shall have no rights in or to the Software other than the right to use it in accordance with the terms of this Agreement. The Customer shall notify Aiimi immediately if it becomes aware of any unauthorised use of the whole or any part of the Software by any person or third party.
- 11.2 The Parties recognise that Aiimi may agree to provide funded additional support to the Customer in the form of bespoke implementation or development work relating to the Customer's desired usage of the Software and how it integrates with the Customer's systems. In this instance, there will be a separate Services Agreement to confirm the scope of the development work and Intellectual Property Rights arising from that bespoke work will be vested in Aiimi, unless otherwise agreed in writing between the parties.
- 11.3 Aiimi undertakes at its own expense to defend the Customer or, at its option, settle any claim or action brought against the Customer alleging that the possession or use of the Software (or any part thereof) in accordance with the terms of this Agreement infringes the UK Intellectual Property Rights of a third party ("Claim") and shall be responsible for any reasonable losses, damages, costs (including legal fees) and expenses incurred by or awarded against the Customer as a result of or in connection with any such Claim. For the avoidance of doubt, Clause **Error! Not a valid bookmark self-reference**. shall not apply where the Claim in question is attributable to possession or use of the Software (or any part thereof) by the Customer other than in accordance with the terms of this Agreement, use of the Software in combination with any hardware or software not supplied or specified by Aiimi if the infringement would have been avoided by the use of the Software not so combined, or use of a non-current release of the Software.
- 11.4 If any third party makes a Claim, or notifies an intention to make a Claim against the Customer, Aiimi's obligations under Clause The Parties recognise that Aiimi may agree to provide funded additional support to the Customer in the form of bespoke implementation or development work relating to the Customer's desired usage of the Software and how it integrates with the Customer's systems. In this instance, there will be a separate Services Agreement to confirm the scope of the development work and Intellectual Property Rights arising from that bespoke work will be vested in Aiimi, unless otherwise agreed in writing between the parties.
- 11.5 Aiimi undertakes at its own expense to defend the Customer or, at its option, settle any claim or action brought against the Customer alleging that the possession or use of the Software (or any part thereof) in accordance with the terms of this Agreement infringes the UK Intellectual Property Rights of a third party ("Claim") and shall be responsible for any reasonable losses, damages, costs (including legal fees) and expenses incurred by or awarded against the Customer as a result of or in connection with any such Claim. For the avoidance of doubt, Clause **Error! Not a valid bookmark self-reference**. shall not apply where the Claim in question is attributable to possession or use of the Software (or any part thereof) by the Customer other than in accordance with the terms of this Agreement, use of the Software in combination with any hardware or software not supplied or specified by Aiimi if the infringement would have been avoided by the use of the Software not so combined, or use of a non-current release of the Software. are conditional on the Customer:
 - (a) as soon as reasonably practicable, giving written notice of the Claim to Aiimi, specifying the nature of the Claim in reasonable detail;

- (b) not making any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of Aiimi (such consent not to be unreasonably conditioned, withheld or delayed);
 - (c) giving Aiimi and its professional advisers access at reasonable times (on reasonable prior notice) to its premises and its officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within the power or control of the Customer, so as to enable Aiimi and its professional advisers to examine them and to take copies (at Aiimi's expense) for the purpose of assessing the Claim; and
 - (d) taking such action as Aiimi may reasonably request to avoid, dispute, compromise or defend the Claim.
- 11.6 If any Claim is made against the Customer, Aiimi may at its sole option and expense:
- (a) procure for the Customer the right to continue to use the Software (or any part thereof) in accordance with the terms of this Agreement;
 - (b) modify the Software so that it ceases to be infringing;
 - (c) replace the Software with non-infringing software; or
 - (d) terminate this Agreement immediately by notice in writing to the Customer and refund any of the Fees paid by the Customer as at the date of termination (less a reasonable sum in respect of the Customer's use of the Software to the date of termination) on return of the Software and all copies thereof,
- 11.7 provided that if Aiimi modifies or replaces the Software, the modified or replacement Software must comply with the warranties contained in Clause Aiimi's Warranties and the Customer shall have the same rights in respect thereof as it would have had under those clauses had the references to the date of this Agreement been references to the date on which such modification or replacement was made.
- 11.8 Notwithstanding any other provision in this Agreement, Clause The Parties recognise that Aiimi may agree to provide funded additional support to the Customer in the form of bespoke implementation or development work relating to the Customer's desired usage of the Software and how it integrates with the Customer's systems. In this instance, there will be a separate Services Agreement to confirm the scope of the development work and Intellectual Property Rights arising from that bespoke work will be vested in Aiimi, unless otherwise agreed in writing between the parties.
- 11.9 Aiimi undertakes at its own expense to defend the Customer or, at its option, settle any claim or action brought against the Customer alleging that the possession or use of the Software (or any part thereof) in accordance with the terms of this Agreement infringes the UK Intellectual Property Rights of a third party ("Claim") and shall be responsible for any reasonable losses, damages, costs (including legal fees) and expenses incurred by or awarded against the Customer as a result of or in connection with any such Claim. For the avoidance of doubt, Clause **Error! Not a valid bookmark self-reference.** shall not apply where the Claim in question is attributable to possession or use of the Software (or any part thereof) by the Customer other than in accordance with the terms of this Agreement, use of the Software in combination with any hardware or software not supplied or specified by Aiimi if the infringement would have been avoided by the use of the Software not so combined, or use of a non-current release of the Software. shall not apply to the extent that any claim or action referred to in that clause arises directly or indirectly through the possession or use of any Third-Party Software or through the breach of any terms of use of any Third-Party Software by the Customer.

- 11.10 This Clause Intellectual Property Rights constitutes the Customer's exclusive remedy and Aiimi's only liability in respect of Claims and, for the avoidance of doubt, is subject to Clause Subject to Clauses This Clause Limitation of Liability sets out the entire financial liability of Aiimi (including any liability for the acts or omissions of its Consultants) to the Customer in respect of any: and Nothing in this Agreement limits or excludes either Party's liability for: above:.

12 Limitation of Liability

- 12.1 This Clause Limitation of Liability sets out the entire financial liability of Aiimi (including any liability for the acts or omissions of its Consultants) to the Customer in respect of any:
- (a) breach of this Agreement;
 - (b) use of the Software (or any part thereof) by the Customer; and
 - (c) representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.
- 12.2 Nothing in this Agreement limits or excludes either Party's liability for:
- (a) death or personal injury resulting from the other Party's negligence (or that of its employees or agents); or
 - (b) any damage or liability incurred by one Party as a result of fraud or fraudulent misrepresentation by the other Party.
- 12.3 Subject to Clauses This Clause Limitation of Liability sets out the entire financial liability of Aiimi (including any liability for the acts or omissions of its Consultants) to the Customer in respect of any: and Nothing in this Agreement limits or excludes either Party's liability for: above:
- (a) Aiimi shall not be liable for:
 - (i) loss of profits; loss of revenue; loss of business; depletion of goodwill and/or similar losses; loss of anticipated savings; loss of goods; loss of contract; loss of use; loss or corruption of data or information (including but not limited to any Customer Data) whether arising directly or indirectly; or
 - (ii) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses; and
 - (b) Aiimi's total maximum aggregate liability, whether arising in contract, tort, negligence, statute or on any other basis under or arising out of this Agreement, shall in no event exceed 100% of the Fee paid by the Customer in the 12 months preceding any event under this Agreement.

13 Termination

- 13.1 Without affecting any other right or remedy available to it, either Party may terminate this Agreement with immediate effect by giving written notice to the other Party if:
- (a) subject to any disputes arising in good faith, in accordance with Clause In the event that the Customer reasonably disputes an invoice:, the other Party fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment;

- (b) the other Party commits a material breach of any other term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 90 days after being notified in writing to do so;
 - (c) the other Party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 ;
 - (d) the other Party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other Party with one or more other companies or the solvent reconstruction of that other Party;
 - (e) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other Party other than for the sole purpose of a scheme for a solvent amalgamation of that other Party with one or more other companies or the solvent reconstruction of that other Party;
 - (f) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other Party;
 - (g) the holder of a qualifying floating charge over the assets of that other Party has become entitled to appoint or has appointed an administrative receiver;
 - (h) a person becomes entitled to appoint a receiver over the assets of the other Party or a receiver is appointed over the assets of the other Party;
 - (i) a creditor or encumbrancer of the other Party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other Party's assets and such attachment or process is not discharged within 14 days;
 - (j) any event occurs, or proceeding is taken, with respect to the other Party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Clause Without affecting any other right or remedy available to it, either Party may terminate this Agreement with immediate effect by giving written notice to the other Party if: the other Party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 ; to Clause Without affecting any other right or remedy available to it, either Party may terminate this Agreement with immediate effect by giving written notice to the other Party if: a creditor or encumbrancer of the other Party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other Party's assets and such attachment or process is not discharged within 14 days; (inclusive);
 - (k) the other Party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
 - (l) the other Party is affected by a Force Majeure Event for a period of more than sixty (60) calendar days.
- 13.2 Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Term of this Agreement shall remain in full force and effect.

13.3 Termination or expiry of the Term of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.

13.4 On termination for any reason:

- (a) all rights granted to the Customer under this Agreement shall cease;
- (b) the Customer shall cease all activities authorised by this Agreement;
- (c) the Customer shall immediately pay to Aiimi all Fees , outstanding invoices and any other sums due to Aiimi under this Agreement; and
- (d) the Customer shall immediately destroy or return to Aiimi (at Aiimi's option) all copies of the Software and Aiimi Materials then in its possession, custody or control and, in the case of destruction, certify to Aiimi that it has done so (and if the Customer fails to do so, Aiimi may enter the Customer premises and take possession of them and the Customer shall remain solely responsible for their safe keeping until they are returned to Aiimi's possession).

14 Any provision of this Agreement which expressly or by implication is intended to come into or continue in force on or after termination of this Agreement including Clause Definitions and Interpretation, Clause Confidentiality , Clause Confidentiality

14.1 Each Party shall, during the Term of this Agreement and thereafter, keep confidential all Confidential Information or any information of a confidential nature (including trade secrets and information of commercial value) which may become known to such Party from the other Party and which relates to the other Party or any of its Affiliates, unless that information is public knowledge or already known to such Party at the time of disclosure, or subsequently becomes public knowledge other than by breach of this Agreement, or subsequently comes lawfully into the possession of such Party from a third party. Each Party shall use its reasonable endeavours to prevent the unauthorised disclosure of any such information.

14.2 Neither Party shall use any Confidential Information for its own purposes (other than performance of this Agreement and exploitation of the rights granted under it) or disclose the Confidential Information of the other Party to any third party without that Party's prior written consent (except its professional advisors or as may be required by any law or any legal or regulatory authority).

14.3 Aiimi shall be free to publicise the existence of this Agreement, its relationship with the Customer and the licence of the Software to the Customer, at any time during or after the Term, without the Customer's consent.

14.4 Export , Clause Aiimi's Warranties (except Clause Aiimi warrants that the Software will conform in all material respects to the Specification for the Warranty Period. If, within the Warranty Period, the Customer has complied in full with the provisions of Clause Aiimi shall be under no liability under the warranty set out in Clause 7.1; and the material non-conformance of the Software does not result from the Customer, or anyone acting with the authority of the Customer, having amended the Software or used it outside the terms of this Agreement, Aiimi shall, at its option, do any or all of the following:), Clause Limitation of Liability, Clause Termination and Clause Governing Law and Jurisdiction and Schedules 1 and 2 shall remain in full force and effect. The accrued rights and liabilities of the Parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination, shall not be affected

15 NOT USED

- (a)

16 Force Majeure

- 16.1 If either Party is affected by a Force Majeure Event, it shall:
- (a) notify the other Party as soon as reasonably practicable in writing of the matters constituting the Force Majeure Event; and
 - (b) keep that Party informed of continuance of the Force Majeure Event and of any relevant change of circumstances whilst such Force Majeure Event continues.
- 16.2 Save as provided in Clause If the Force Majeure Event prevails for a continuous period of more than sixty (60) calendar days, either Party may terminate this Agreement in accordance with Clause the other Party is affected by a Force Majeure Event for a period of more than sixty (60) calendar days above. On the expiry of the notice period set out in Clause Termination, this Agreement will terminate. Such termination shall be without prejudice to the rights of the Parties in respect of any breach of this Agreement occurring prior to such termination. below, a Force Majeure Event shall not entitle either Party to terminate this Agreement and neither Party shall be in breach of this Agreement, or otherwise liable to the other, by reason of any delay in performance or non-performance of any of its obligations due to the Force Majeure Event.
- 16.3 If the Party affected by a Force Majeure Event fails to comply with its obligations under Clauses If either Party is affected by a Force Majeure Event, it shall: above, then no relief for a Force Majeure Event, including the provisions of Clause Save as provided in Clause If the Force Majeure Event prevails for a continuous period of more than sixty (60) calendar days, either Party may terminate this Agreement in accordance with Clause the other Party is affected by a Force Majeure Event for a period of more than sixty (60) calendar days above. On the expiry of the notice period set out in Clause Termination, this Agreement will terminate. Such termination shall be without prejudice to the rights of the Parties in respect of any breach of this Agreement occurring prior to such termination. below, a Force Majeure Event shall not entitle either Party to terminate this Agreement and neither Party shall be in breach of this Agreement, or otherwise liable to the other, by reason of any delay in performance or non-performance of any of its obligations due to the Force Majeure Event. above, shall be available to it and the obligations of each Party shall continue in force.
- 16.4 If the Force Majeure Event prevails for a continuous period of more than sixty (60) calendar days, either Party may terminate this Agreement in accordance with Clause the other Party is affected by a Force Majeure Event for a period of more than sixty (60) calendar days above. On the expiry of the notice period set out in Clause Termination, this Agreement will terminate. Such termination shall be without prejudice to the rights of the Parties in respect of any breach of this Agreement occurring prior to such termination.

17 Confidentiality

- 17.1 Each Party shall, during the Term of this Agreement and thereafter, keep confidential all Confidential Information or any information of a confidential nature (including trade secrets and information of commercial value) which may become known to such Party from the other Party and which relates to the other Party or any of its Affiliates, unless that information is public knowledge or already known to such Party at the time of disclosure, or subsequently becomes public knowledge other than by breach of this Agreement, or subsequently comes lawfully into the possession of such Party from a third party. Each Party shall use its reasonable endeavours to prevent the unauthorised disclosure of any such information.
- 17.2 Neither Party shall use any Confidential Information for its own purposes (other than performance of this Agreement and exploitation of the rights granted under it) or disclose the Confidential Information of the other Party to any third party without that Party's prior written consent (except its professional advisors or as may be required by any law or any legal or regulatory authority).

- 17.3 Aiimi shall be free to publicise the existence of this Agreement, its relationship with the Customer and the licence of the Software to the Customer, at any time during or after the Term, without the Customer's consent.

18 Export

- 18.1 Neither Party shall export, directly or indirectly, any technical data acquired from the other Party under this Agreement (or any products, including software, incorporating any such data) in breach of any applicable laws or regulations ("**Export Control Laws**"), including United States export laws and regulations, to any country for which the government or any agency thereof at the time of export requires an export licence or other governmental approval without first obtaining such licence or approval.
- 18.2 Each Party undertakes:
- (a) contractually to oblige any third party to whom it discloses or transfers any such data or products to make an undertaking to it in similar terms to the one set out above; and
 - (b) if requested, to provide the other Party with any reasonable assistance, at the reasonable cost of the other Party, to enable it to perform any activity required by any competent government or agency in any relevant jurisdiction for the purpose of compliance with any Export Control Laws.

19 Notices

- 19.1 Any notices sent under this Agreement must be in writing and may be served by personal delivery, sending the notice by special delivery, at the address given above or at such other address as the relevant Party may give for the purpose of service of notices under this Agreement.
- 19.2 Every such notice shall be deemed to have been served:
- (a) upon delivery, if served by hand; or
 - (b) at the expiration of two (2) Business Days after despatch of the same, if delivered by special delivery.
- 19.3 To prove service of any notice it shall be sufficient to show in the case of a notice served by:
- (a) hand, that the same was duly addressed and delivered by hand; or
 - (b) special delivery, that the same was duly addressed prepaid and posted in the manner set out above.

20 General

20.1 Entire Agreement

This Agreement contains the entire agreement between the Parties in relation to its subject-matter. Each Party irrevocably and unconditionally waives any right it may have to claim damages for and/or to rescind this Agreement because of breach of any warranty not contained in this Agreement or any misrepresentation whether or not contained in this Agreement, unless such misrepresentation was made fraudulently. Each Party acknowledges that in entering into this Agreement it has the full power and authority to do so, and that it does not rely on any representation, warranty, or other provision except as expressly set out in this Agreement.

20.2 Variation

No variation of this Agreement or of any of the documents referred to in it shall be valid unless it is in writing and signed by or on behalf of each of the Parties.

20.3 Waiver

- (a) The rights and remedies of either Party in respect of this Agreement shall not be diminished, waived or extinguished by the granting of any indulgence, forbearance or extension of time granted by such Party to the other or any failure of or delay by the said party in ascertaining or exercising any such rights or remedies.
- (b) Any waiver of any breach of this Agreement shall be in writing. The waiver by either Party of any breach of this Agreement shall not prevent the subsequent enforcement of any subsequent breach of that provision and shall not be deemed to be a waiver of any subsequent breach of that or any other provision.

20.4 Severance

20.5 If at any time any part of this Agreement (including any one or more of the Clauses or sub-Clauses of this Agreement) is held to be or becomes void or otherwise unenforceable for any reason under any applicable law, the same shall be deemed omitted from this Agreement and the validity and/or enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired as a result of that omission.

20.6 Assignment and Sub-contracting

- (a) The Customer shall not, without the prior written consent of Aiimi, assign, delegate, sub-contract, transfer, charge or otherwise dispose of all of any of its rights and responsibilities under this Agreement without the prior written consent of Aiimi.
- (b) Subject to Clause Such consent shall not relieve Aiimi from any liability or obligation under this Agreement and Aiimi shall be responsible for the acts, omissions, defaults or negligence of its sub-contractors, agents or servants as fully as if they were acts, omissions, defaults or negligence of itself. below, Aiimi may at any time assign, delegate, sub-contract, transfer, charge or otherwise dispose of all of any of its rights and responsibilities under this Agreement without the prior written consent of the Customer.
- (c) Such consent shall not relieve Aiimi from any liability or obligation under this Agreement and Aiimi shall be responsible for the acts, omissions, defaults or negligence of its sub-contractors, agents or servants as fully as if they were acts, omissions, defaults or negligence of itself.

20.7 No partnership or agency

Nothing in this Agreement is intended to, or shall operate to:

- (a) create a partnership, joint venture, agency, fiduciary relationship, or other relationship between the Parties other than the contractual relationship expressly provided for in this Agreement; or
- (b) authorise either Party to act as agent for the other,
- (c) and neither Party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

20.8 Rights of third parties

The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement. No person who is not a Party to this Agreement (including any employee, officer, agent, representative or sub-contractor of either Party) shall have the right (whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise) to enforce any term of this Agreement which expressly or by implication confers a benefit on that person without the express prior agreement in writing of the parties, which agreement must refer to this Clause Rights of third parties. This does not affect any right or remedy of a third party which exists or is available apart from that Act, including in relation to Third Party Software.

20.9 Governing Law and Jurisdiction

- (a) This Agreement and any disputes or claims arising out of or in connection with it shall be governed by, and construed in accordance with, the laws of England and Wales.
- (b) All disputes or claims arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of the courts of England and Wales to which the Parties irrevocably submit.

20.10 Counterparts

This Agreement may be executed in any number of counterparts of duplicates, each of which shall be an original, and such counterparts or duplicates shall together constitute one and the same agreement.

IN WITNESS OF THE ABOVE the Parties have signed this Agreement on the date written at the top of Schedule 2 to this Agreement.

Aiimi Limited**Name:**

Title:

Signed:

Date:

{INSERT COMPANY NAME}**Name:**

Title:

Signed:

Date:

Schedule 1 - Definitions

In this Agreement, unless the context otherwise capitalised terms shall have the following meaning:

"Agreement"	20.11	means this software subscription licence together with the Schedules;
"Aiimi Materials"	20.12	means all Documents, information and materials provided by Aiimi relating to the Software, including computer programs, data, reports and specifications and such materials specified in this Agreement;
"Business Day"	20.13	means a day (other than a Saturday or Sunday) on which the banks are ordinarily open for business in the City of London;
"Commencement Date"	20.14	means the date of signature of the Order Form attached to this Software Licence Agreement between the Parties in the form as set out in Schedule 2 (Order Form);
"Confidential Information"	20.15	means secret or confidential commercial, financial, marketing, technical or other information (including, without limitation, information in or relating to Aiimi Materials), know-how, trade secrets and other information in any form or medium whether disclosed orally or in writing before or after the Commencement Date, together with any reproductions of such information in any form or medium or any part(s) of this information (and "confidential" means that the information, either in its entirety or in the precise configuration or assembly of its components, is not publicly available);
"Consultant"	20.16	means an employee, agent or sub-contractor engaged by Aiimi to provide the Software;
"Customer Data"	20.17	means all data and information of the Customer;
"Customer Equipment"	20.18	means any equipment, servers, systems, cabling or facilities provided by the Customer and used directly or indirectly in relation to the delivery, installation or the use of the Software (pursuant to the licence granted under this Agreement);
"Customer Materials"	20.19	all Documents, information and materials provided by the Customer relating to this Agreement and provision of the Software;
"Document"	20.20	means, in addition to any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form;
"Fees"	20.21	The Fees set out in Part 3 of Schedule 2 (<i>Commercial Terms</i>) of this Agreement.
"Force Majeure Event"	20.22	means any event outside the reasonable control of either Party affecting its ability to perform any of its obligations (other than payment) under this Agreement, including Act of God, fire, flood, lightning, war, revolution, act of terrorism, epidemic or pandemic, governmental action, riot or civil commotion strikes, lock-outs or other industrial action (other than of the affected Party's own

		employees), failure of supplies of power, fuel, transport, telecommunications equipment or other equipment, goods or services;
"Intellectual Property Rights"	20.23	means patents, registered designs, trade marks and service marks (whether registered or not), copyright, database right, moral right, design right, and all similar property rights including those subsisting (in any part of the world) in inventions, designs, drawings, performances, computer programs, semiconductor topographies, plant varieties, confidential information, business names, domain names, goodwill and the style of presentation of goods or services and in applications for protection of any of the above rights;
"Licence Term"	20.24	means the duration of the Licence as set out in Schedule 2 (<i>Commercial Terms</i>);
"Licence Restrictions"	20.25	means the restrictions on the use of the Software set out in Part 2 of Schedule 2 (<i>Commercial Terms</i>);
"Services Agreement"	20.26	means an optional additional agreement that may be entered into between the Parties to cover bespoke development, implementation or integration work to be carried out by Aiimi in order to support the Customer in its implementation of the Software (or other ancillary services and support more generally for Customer needs);
"Software"	20.27	means the software licensed by Aiimi to the Customer and as set out in Part 2 of Schedule 2 (<i>Commercial Terms</i>) including the Aiimi Materials and any related Documents and all Upgrades or Updates;
"Specification"	20.28	means the description of functionality for the Software as provided by Aiimi to the Customer [and available to view in its latest version at this weblink: The Aiimi Insight Engine AI-powered technology - Aiimi];
"Term"	20.29	means the period from the Commencement Date to the Licence End Date in which this Agreement (and the licence granted under it) shall remain in force, as set out in Schedule 2 (<i>Commercial Terms</i>);
"Third-Party Software"	20.30	means any software (including any open source software) owned by a third-party that is contained in or provided with the Software and is licensed by the third-party under its own terms of use. For certain open source software, the applicable terms of use may entitle the Customer to obtain the corresponding source files for such open source software;
"Update"	20.31	a permanent alteration to an element or elements of the Software that is released by Aiimi, at Aiimi's option;
"Upgrade"	20.32	a major revision of the Software which adds new or different functionality or capabilities that is released by Aiimi, at Aiimi's option;
"Users"	20.33	means those individuals authorised by the Customer (being named personnel or staff) as active users of the Software during the Term;

20.34

"VAT" 20.35 means value added tax chargeable under English law for the time being and any similar additional tax; and

"Warranty Period" 20.36 means the period during which the warranties set out in Clause Aiimi warrants that the Software will conform in all material respects to the Specification for the Warranty Period. If, within the Warranty Period, the Customer has complied in full with the provisions of Clause Aiimi shall be under no liability under the warranty set out in Clause 7.1; and the material non-conformance of the Software does not result from the Customer, or anyone acting with the authority of the Customer, having amended the Software or used it outside the terms of this Agreement, Aiimi shall, at its option, do any or all of the following: shall apply, and as set out in Part 2 of Schedule 2 (*Commercial Terms*).

Schedule 2 – ORDER FORM

Purchase Order Number:

Part 1 - Parties

THIS ORDER FORM, dated and entered into as of [XXXXXX] ("**Effective Date**") is made by and between:

- (1) **Aiimi Limited** incorporated and registered in England and Wales with company number 05648705 whose registered office is at 100 Avebury Boulevard, Milton Keynes, England, MK9 1FH ("**Aiimi**"); and
- (2) **{INSERT COMPANY NAME}** incorporated and registered in England and Wales with company number {INSERT COMPANY NUMBER} whose registered office is at {INSERT ADDRESS} (the "**End User**").

pursuant to, and subject to, the terms and conditions of the Aiimi License Agreement. The terms of the Agreement shall apply to this Order Form except to the extent expressly excluded by the terms of this form.

Background:

- (1) Aiimi is the developer and the legal and beneficial owner of the Software (including all Aiimi Materials)
- (2) Aiimi wishes to grant to the Customer a non-exclusive licence to install and use the Software in accordance with this Order Form and the Aiimi Licence Agreement.

1. End User	
Company:	
Address:	
Company Number:	
Contact Name:	

Part 2 - Software

Licence Term: 36 months from contract signature

Software: Aiimi Insight Engine, with Privacy & Compliance Companion

Installation: The Software shall be installed by an Aiimi Consultant remotely or onsite at the Customer's premises, on the following Customer Equipment: [TBC].

Licence Restrictions:

The Use of the Software shall additionally be restricted as follows:

Licence Restrictions	
Users:	The Software shall only be used by [INSERT NUMBER OF USERS TO WHICH THE LICENCE KEY IS LIMITED] Users. A User's identification may only be reassigned by the Customer to a new User if the old User is no longer using the Software and only with the agreement of Aiimi.]
Territory:	The Software shall only be used in [INSERT TERRITORY – BE IT COUNTRY, REGION OR AREA]]
Application:	The Software shall only be used on [INSERT THE NAMES OF THE APPLICATIONS THE CUSTOMER IS ENTITLED TO USE THE SOFTWARE ON]]
Group Company	The Software shall only be used by [INSERT COMPANY NAMES OF GROUP COMPANIES PERMITTED TO USE THE SOFTWARE] within the Customer's corporate group.]
Warranty Period	60 days from the Commencement Date.
Other:	[INSERT ANY OTHER AGREED RESTRICTIONS]

Part 3 – Order Details and Fees

2. Order Details				
(a)	Software License Subscription			
Application Software		Units	License Type	Annual Fee
Aiimi Insight Engine			Subscription	£
Privacy & Compliance Companion			Application	£
Application Support	Premium Service	N/A	10%	£
	Priority Service	N/A	15%	£
	Platinum Service	N/A	20%	£
Annual Total				£

- 20.37 The Fee for provision of the Licence under this Agreement shall be £[AMOUNT] per annum during the Term.
- 20.38 The Fee shall be payable in full and in cleared funds in a single one-off payment to be paid annually, within thirty (30) calendar days of receipt of the invoice to a bank account nominated in writing by Aiimi.

If there are any additional fees or charges to be applied to this Work Order pertaining to the Software Licence Agreement (for ancillary services or support directly in relation to the Software), these will set out in writing as a variation to this Work Order and shall be paid by the Customer to Aiimi within thirty (30) calendar days of receipt of invoice.

3. Payment Terms			
(a)	Payment Milestones		
Description	Period	Invoice Date	Cost
Year 1 Subscription			£
Year 2 Subscription			£
Year 3 Subscription			
		Total	£

If through fault of Aiimi the implementation date is missed, the license term will be extended in line with the days or weeks of the delay.

This Order Form and the Aiimi Software License Agreement constitute the complete agreement between the parties and supersede all prior agreements, estimates, presentations, purchase orders, and representations, whether written or oral, concerning the subject matter of this Order Form. This Order Form may not be modified or amended except in a writing signed by a duly authorized representative of each Party; no other act, document, usage or custom shall be deemed to amend or modify this Order Form.

By signing below, the Parties agree to the terms and conditions of the Order Form together with the Aiimi Software Licence Agreement attached:

Aiimi Limited**Name:**

Title:

{INSERT COMPANY NAME}**Name:**

Title:

Aiimi Limited

{INSERT COMPANY NAME}

Signed:

.....

Signed:

.....

Date:

.....

Date:

.....