

General Terms and Conditions

27th January, 2023

These General Terms and Conditions ("General Terms") govern the supply by Data8 Limited of services to the Customer and will, together with the Specific Terms (as defined), the relevant Order, any Third Party Terms, and any Schedules and Appendices, govern each Contract (as defined) for the supply of services to the Customer.

IT IS AGREED THAT:

1 DEFINITIONS AND INTERPRETATION

1.1 The following words and phrases shall (unless the context otherwise requires) have the meanings set out below:

Business Day: means any day (other than a Saturday or Sunday) which is not a public or bank holiday in England;

Contract: means each contract for the supply by Data8 of Services, incorporating these General Terms, the applicable Order, the relevant Specific Terms and Third Party Terms (if any), and any Schedules and Appendices;

Contracts Act: the Contracts (Rights of Third Parties) Act 1999;

CRM Software: means the software more particularly described in the applicable Order and Services Description;

Customer: means the purchaser or prospective purchaser of Services and/or signatory to a Contract and/or Order and/or person named on an Order submitted to and accepted by Data8 pursuant to the relevant Contract;

Customer Account: means the account set up by Data8 for the Customer to enable the Customer to access the Website and/or Services and to make payments to Data8 for the provision of the Services;

Customer Data: means any data, content or information provided by the Customer that is used, transmitted, published or otherwise processed using the Services or otherwise delivered to Data8 by the Customer;

Customer Personal Data: means any personal data within the Customer Data that is processed by Data8 on behalf of the Customer in the provision of the Services;

Data8: means Data8 Limited (a company incorporated in England and Wales with company number 04773536) of Unit 13 Gwenfro Units, Wrexham Technology Park, Wrexham, Clwyd, LL13 7YP;

Data Cleansing Services: means the services for the data cleansing of Customer Data as more particularly described in the applicable Order and Services Description;

Data Processing Agreement: means the agreement set out in Schedule 2 Data Processing Agreement or specified in the Order. Any agreement specified in the Order shall override Schedule 2 in full unless otherwise specified in the Order;

Data Protection Claims shall mean all and any claims (and the costs of satisfying, defending or otherwise settling such claims) made by third parties (including regulatory authorities and data subjects) against the Customer as a direct result of a breach by Data8 of Data Protection Legislation and/or clause 16;

Data Protection Legislation: all applicable data protection and privacy legislation in force from time

to time in the UK including GDPR, the Data Protection Act 2018, the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended, and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications);

Data Provider: means the owner of the Service Data who has the right to licence or provide the Service Data for Customer use;

Data Validation Services: means the APIs that enable the Customer to capture and validate data more efficiently as more particularly described in the applicable Services Description;

Documentation: means the documentation detailing the Services that are more particularly described in the relevant Specific Terms;

Effective Date: means, in respect of each Contract, the date specified as the "Effective Date" in the Order;

End-User: means the end user of the Services, being the Customer or, where the Customer is a Reseller, the person or persons named, identified or otherwise authorised in the Order as being a person or persons who the Customer (or an intermediate reseller) may resell the Service to;

Fees: means the fees and charges payable to Data8 in respect of the Services, as described in the Order and subject to clause 10;

GDPR: means the General Data Protection Regulation, Regulation 2016/679/EU;

Good Industry Practice that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person engaged in a similar type of undertaking;

Initial Term: means, for each Contract, the period specified (if any) as an Initial Term in the applicable Order or Specific Terms;

Intellectual Property Rights: means trademarks, service marks, trade names, design rights, copyright (including rights in computer software and databases) and moral rights, patents, rights in know-how and other intellectual property rights, in each case whether registered or unregistered and including applications for the grant of any of the foregoing and all rights or forms of protection having equivalent or similar effect to any of the foregoing which may subsist anywhere in the world;

Invoicing Schedule: means the schedule (if any) found on the Order detailing the dates on which Data8 will issue invoices for the Fees;

Licence Agreement: means the licence (if any) specified in the Order in respect of Services purchased by the Customer.

Month: means any calendar month in respect of which a proportion of the Fees are payable, the first such month for each Contract being the calendar month in which the Effective Date of that Contract falls, and the last such month being the month in which that Contract expires or terminates;

Order: means a completed order for Services placed by the Customer (via the Website or other means agreed in writing by Data8) on an order form

acceptable to Data8 and which order and order form is agreed in writing (including electronically) by Data8;

Order Confirmation Form: means the form prepared and submitted by Data8 to the Customer in response to an Order setting out a record of the Contract agreed in the Order and accepted by Data8;

Renewal Period: means a period equal in length to the Initial Term, and **Renewal Periods** shall be construed accordingly.

Reseller: means a Customer who is identified in the Order as being an authorised reseller who may resell the Services (in the numbers purchased in the relevant Order) to: (i) an End User or (ii) if specified in the relevant Order, an intermediate reseller for resale to an End User;

Service Data: means any data, content or information that is transmitted, published or otherwise returned by Data8 to the Customer as a result of the Customer using the Services;

Services: means the Data Cleansing Services, Data Validation Services, CRM Software and any other services that the parties agree pursuant to and as specified on an Order and / or applicable Contract;

Services Description : means, in respect of each item on the Order, the relevant Services as specified in the Documentation or as otherwise agreed in writing between the parties;

Specific Terms: means the specific terms and conditions applicable to individual Services and referred to in the Order;

Sub-processors Schedule: means the details relating to appointed sub-processors as defined in Schedule 1;

Third Party Terms: means the terms and conditions of Data8's suppliers and Data Providers who provide data and/or services applicable to the Services that are referred to in and attached to the Order or are otherwise notified and provided to the Customer prior to supply of the applicable Services;

VAT: means value added tax chargeable under English law for the time being and any similar additional tax.

Website: means Data8's website made available at www.data-8.co.uk including any subdomains.

- 1.2 Where the context so admits or requires words denoting the singular include the plural and vice versa, and words denoting any gender include all genders and references to persons include individuals, partnerships, bodies corporate and unincorporated associations.
- 1.3 Clause headings are purely for ease of reference and do not form part of or affect the interpretation of these General Terms, and references to clauses, Schedules and Appendices are to clauses of, and Schedules and Appendices to, these General Terms.
- 1.4 A reference to "includes" or "including" shall mean "includes, but not limited to" or "including, but not limited to" respectively.
- 1.5 Any reference in these General Terms to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to such statute or statutory provision (including all instruments, orders or regulations made thereunder

or deriving validity therefrom) as in force at the Effective Date and as subsequently re-enacted or consolidated.

- 1.6 Any reference to "in writing" shall include email.

2 APPLICATION OF THESE TERMS

- 2.1 These General Terms (together with the Order, Order Confirmation Form, relevant Specific Terms and Schedules and Appendices and Third Party Terms) shall:
 - 2.1.1 apply to and be incorporated into all Contracts for the supply of Services;
 - 2.1.2 be deemed to be accepted and agreed by a Customer upon acceptance by such Customer on the Website;
 - 2.1.3 supersede and have effect to terminate any prior confidentiality or data protection agreements entered into between Data8 and the Customer prior to the Effective Date of the first Contract between Data8 and the Customer and relating to and in anticipation of the Services to be delivered under such Contract, save where the Order relating to such first Contract expressly states otherwise.
 - 2.1.4 prevail over any inconsistent terms or conditions contained in, or referred to in, the Customer's own purchase order, confirmation of order or services specification, or any terms implied by law, trade custom, practice or course of dealing.
- 2.2 Save as provided in the Data Processing Agreement, if there is any conflict or inconsistency between the provisions of the documents making up a Contract, then the following order of precedence shall apply (highest first) and terms contained in document earlier in the following list shall apply in precedence to those in any document coming after it: (i) Order Confirmation Form (ii) Order (iv) Third Party Terms (v) Specific Terms (vi) General Terms.

3 ORDERS AND CONTRACTING

- 3.1 Orders for the Services can be made by the Customer completing an Order for the relevant Services and submitting this to Data8. Data8 shall have the discretion to accept or refuse such Order. Data8 shall accept the Order either by completing and returning an Order Confirmation Form to the Customer, or by confirming the Order in any other means agreed by Data8 (including, but not limited to postal, email or a third party electronic agreement solution), or by commencing or executing work pursuant to the Order, and upon such acceptance by Data8, a Contract shall be established for delivery of the Services described in the Order.

4 REGISTRATION

- 4.1 Customer may be required to select one or more usernames and password during the registration process on the Website (or at any other time if required to use the Services) and the Customer shall be responsible for maintaining the confidentiality of

any and each username and password and will be fully responsible for all activities which occur under them including, but not limited to, allowing third party access to the Services. Customer shall notify Data8 immediately of any unauthorised use of any username and password or any breach of security of which the Customer becomes aware.

4.2 Without prejudice to the other clauses in these General Terms, Customer agrees to:

4.2.1 provide true, accurate, current and complete information of its details when completing the online registration process and any Order ("User Information"); and

4.2.2 inform Data8 immediately of any changes to the User Information.

4.3 Data8 reserves the right to suspend, disconnect or terminate any Customer Account (including any username and password) and any related Contract or Services if any User Information is materially untrue, inaccurate, out-of-date and has not been remedied within 14 days of a written request referencing the possibility of termination or suspension.

5 PROVISION OF THE SERVICES

5.1 Data8 shall provide the Services to the Customer subject to and in accordance with these General Terms and the applicable Contract and paid for by the Customer in accordance with the provisions of clause 10 and/or the Order.

5.2 Without prejudice and subject to clause 16, Data8 shall comply with applicable laws and regulations to the extent relevant and applicable to the provision of the Services.

5.3 Data8 grants to the Customer a non-exclusive, non-transferable limited licence to access the Website and purchased Services for the Customer's own business purposes and upon the terms of the Contract.

5.4 Where the Customer is a Reseller (but not otherwise), the licence referred to in clause 5.3 shall include the right to resell the Services for use by an End-User only, provided that the Customer ensures that materially equivalent terms to the terms of the Contract are included in the resale contract between such Customer and the End User, and the End-User has the right to use the Services for its own business purposes only. Where the Customer is a Reseller who is authorised by the applicable Order to resell the Services to an intermediate reseller, the Customer shall ensure that materially equivalent terms to the terms of the Contract are included in the resale contract between such Customer and the intermediate reseller, and shall include an obligation on such intermediate reseller to ensure that materially equivalent terms to the terms of the Contract are included in the resale contract between such intermediate reseller and an End-User or other intermediate reseller.

5.5 Data8 shall perform the Services in all material respects in accordance with the Order and the Services Description. Without prejudice to the

foregoing and clause 7.1, the Customer acknowledges that there may be occasions where not all of the Customer Data will be matched or accurately matched using the Services.

5.6 Any advice, recommendation or representation given by Data8 to the Customer or its employees or agents which is not confirmed in writing by an authorised representative of Data8 is followed or acted upon at the Customer's own risk and Data8 shall not be liable for any such advice, recommendation or representation provided that nothing in this clause shall operate to limit or exclude any liability for fraud or fraudulent misrepresentation.

5.7 Data8 may change any applicable specification of the Services, provided that any change to the Services Description does not have a materially adverse effect on the performance or delivery of the Services.

5.8 The Customer shall comply with all lawful and reasonable directions regarding the Services notified to it from time to time by Data8.

6 USE OF THE SERVICE

6.1 The Customer shall ensure that the Services are not used:

6.1.1 To send, upload, download, use or re-use any information or material which is offensive, abusive, indecent, defamatory, obscene or menacing, or in breach of confidence, copyright, privacy or any other rights;

6.1.2 To store or transmit infringing, libellous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights;

6.1.3 To carry out any sales or marketing activities in breach of Data Protection Legislation.

6.1.4 Other than in accordance with the Services Description.

6.2 The Customer shall:

6.2.1 be responsible for ensuring that its employees and personnel (and any users of any Customer network utilising the Services) comply with these General Terms and each Contract;

6.2.2 be responsible for the accuracy, quality and legality of Customer Data;

6.2.3 use commercially reasonable efforts to prevent unauthorised access to or use of the Services, and notify Data8 promptly of any such unauthorised access or use;

6.2.4 procure that the Services are available only to authorised users of the Customer and, where the Customer is a Reseller, authorised users of the End User.

6.3 The Customer shall not:

6.3.1 sell, resell, or distribute the Services save where the Customer is a Reseller who complies with the terms of clause 5.4;

- 6.3.2 rent or lease the Services (without prejudice to any resale rights granted hereunder);
- 6.3.3 interfere with or disrupt the integrity or performance of the Services or third-party data contained therein;
- 6.3.4 attempt to gain unauthorised access to the Services or their related systems or networks.
- 6.4 The Services must not be used in a way that is in any way unlawful or does not comply with any licence applicable to the Customer or the Services.
- 6.5 The Customer indemnifies Data8 against any claims or legal proceedings which are brought or threatened against Data8 by a third party because the Service is used in breach of the provisions of this clause 6.

7 DATA8'S OBLIGATIONS

- 7.1 Data8 warrants to the Customer that:
 - 7.1.1 the Services will be provided using reasonable skill and care and in a manner befitting a competent data services provider;
 - 7.1.2 the Services will be provided with Good Industry Practice;
 - 7.1.3 it has the necessary rights to perform the Contract;
- 7.2 Without prejudice to the warranties set out in clause 7.1 and clause 5.5, Data8 does not warrant that the Services will be wholly uninterrupted or error free.
- 7.3 Data8 shall use reasonable endeavours to meet the performance dates and timelines specified in the Order. Without prejudice to the foregoing obligation, such dates shall be estimates only and time shall not be of the essence of the relevant Contract.

8 CUSTOMER'S OBLIGATIONS

- 8.1 The Customer shall be responsible for specifying and providing to Data8 in sufficient detail all information reasonably required by Data8 for the purposes of performing the Services.
- 8.2 The Customer shall comply with any reasonable instructions given by Data8 in relation to the Services at all and any times. The Customer warrants that it has obtained and shall maintain at all relevant times all necessary relevant licences and consents that may be required to use the Services.
- 8.3 Customer shall at all times during the term of each Contract and any period of use of the Services (at its own cost and expense):
 - 8.3.1 Obtain and maintain in full force and effect all necessary licences, permits, consents and authorisations to enable the Customer to receive and/or utilise the Services in accordance with the terms of these General Terms and the Contract;
 - 8.3.2 comply with all applicable laws, regulations, regulatory requirements and codes of practice in connection with its obligations under these General Terms and the Contract and the use of the Services (including the use of data arising from or supplied under the Services) and in all matters relating to the

- Contract including all and any financial services, consumer credit, anti-money laundering, data protection, slavery, privacy, anti-corruption and anti-piracy laws and regulations that may be applicable to the Customer's business or use of the Services;
- 8.3.3 not do or permit anything to be done which might cause or otherwise result in a breach by Data8 of any of any applicable licences, permits, consents and authorisations; and
- 8.3.4 bear any and all costs and expenses incurred or arising out of or in connection with its compliance with this clause 8.
- 8.4 The Customer shall not:
 - 8.4.1 attempt to duplicate or modify any portion of the Services; or
 - 8.4.2 attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form any software relating to the technical elements of the Services, except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties; or
 - 8.4.3 transfer, temporarily or permanently, any of its rights under these General Terms or any Contract, or
 - 8.4.4 attempt to obtain, or assist others in obtaining, Services, other than as permitted by these General Terms or Contract or expressly by Data8 in writing from time to time.
- 8.5 The Customer agrees that, subject to it being given reasonable prior written notice, it shall permit Data8 or its licensors and its authorised representatives to have reasonable access (on a supervised basis) during the Customer's normal business hours to the Customer's relevant premises and relevant operations, records and systems for the sole purpose of conducting an audit to ensure that the Customer has complied and is complying with its obligations under these General Terms and each applicable Contract. The Customer shall provide all reasonable assistance in this regard.
- 8.6 In the event of any breach, act or omission by the Customer any of its obligations under these General Terms or any Contract, the Customer shall indemnify Data8 for and against any losses, damages, expenses, demands, costs and other claims made against or incurred by Data8 as a result of the Customer's breach, act or omission including any loss, damage or claims from any third party supplier or owner of data.
- 8.7 The Customer shall not, without the prior written consent of Data8, at any time from the Effective Date of each Contract to the expiry of six months after termination of that Contract, solicit or entice away from Data8 or employ, engage or attempt to employ or engage any person who is, or has been, engaged as an employee or sub-contractor of Data8 in the performance of any material part of such Contract. Any consent given by Data8 in accordance with this clause shall be subject to the Customer paying to Data8 a sum equivalent to 20% of the then current

annual remuneration of Data8's employee or sub-contractor or, if higher, 20% of the annual remuneration to be paid by the Customer to such employee or sub-contractor ("Commission"). The restrictions in this clause 8.7 shall not apply to prevent the Customer from employing or engaging an employee or sub-contractor of Data8 following an unsolicited approach or application to the Customer for work or employment and whose role at Data8 is or was solely secretarial or administrative and not managerial. In the event that the Customer is in breach of this clause 8.7 without obtaining Data8's consent, the Customer shall in any event be liable to pay Data8 the Commission upon any offer of employment, contract or retainer made by the Customer to the said person being accepted.

8.8 Whenever the Customer or its representatives (including its employees, agents and sub-contractors) have access to Data8's premises or property, including third party sites in which Data8 has an interest, the Customer shall (and shall ensure that all its personnel, sub-contractors and agents shall) comply with all reasonable site regulations previously advised in writing to the Customer.

8.9 For the avoidance of doubt, the Customer shall not be entitled to hold itself as agent for Data8.

9 CHANGES

9.1 Any variation of any Contract or Services shall be made and agreed in writing by or on behalf of the parties.

9.2 Data8 may in any event at any time make any changes to any Services which are:

9.2.1 necessary to comply with any changes to applicable law, statutory or regulatory requirements; or

9.2.2 due to circumstances beyond Data8's reasonable control.

9.3 In the event that such changes need to be made, Data8 shall use reasonable endeavours to:

9.3.1 give as much notice as practicable to the Customer and to minimise disruption to the Services;

9.3.2 ensure that the changes are not materially detrimental to the Customer.

9.4 Any changes shall be confirmed in writing to Customer and any consequential changes made to the applicable Services Description.

9.5 In the event that any change to the Services has a material and detrimental effect on the Customer's business, the Customer may terminate the relevant Contract or Contracts by 30 days' written notice to Data8.

10 FEES AND PAYMENT

10.1 The Fees and any additional sums which are agreed between Data8 and the Customer in the Order for the provision of the Services shall be payable by the Customer in accordance with this clause 10.

10.2 Unless agreed otherwise in the Order, Data8 may:

10.2.1 require the Customer to pay the applicable Fees by credit card prior to delivery by Data8 of the Services following which a receipt will be provided to the Customer;

10.2.2 invoice the Customer monthly;

10.2.3 invoice the Customer according to the Invoicing Schedule (if specified);

10.2.4 invoice the Customer prior to, during or following the delivery of the relevant Services, or at other times agreed in writing with the Customer.

10.3 Time for payment of all Fees shall be of the essence of these General Terms and each Contract.

10.4 Unless otherwise agreed, invoices the Customer shall pay the Fees in full, and in cleared funds, within 14 days of the date of invoice. All amounts due under the Contract shall be paid in full by the Customer without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

10.5 All stated Fees exclude VAT which Data8 shall add to its invoices or online payment transactions at the appropriate rate.

10.6 Without prejudice to any other right or remedy that Data8 may have, if the Customer fails to pay Data8 on the due date Data8 may:

10.6.1 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 Barclays Bank Plc accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment; and

10.6.2 suspend all Services or future services until payment has been made in full.

10.7 All payments payable to Data8 under and each Contract shall become due immediately on termination of that Contract, despite any other provision. This clause is without prejudice to any right to claim for interest under the law, or any such right under these General Terms.

10.8 In the event that a Licence Agreement applies and unless otherwise specified on the Order, Data8 may after the expiry of the Initial Term:

10.8.1 increase Fees on each anniversary of the Effective Date by an amount, as notified in writing by Data8, that does not exceed five per cent (5%) from the previous anniversary ("Indexed Increase");

10.8.2 give the Customer not less than ninety (90) days' written notice prior to an anniversary of the Effective Date ("Anniversary Date") to increase any or all Fees with effect from the Anniversary Date by an amount that exceeds an Indexed Increase (as determined by the Supplier in its sole discretion) ("General Increase"), provided that if the Client objects to a General Increase it shall be entitled to terminate this Contract with effect from the Anniversary Date by giving to the Supplier not less than sixty (60) days' written notice prior to the Anniversary Date.

10.9 Data8 may, without prejudice to any other rights it may have, set off any liability of the Customer to Data8 against any liability of Data8 to the Customer.

Initial Term or Licence Agreement, Data8 will refund the Customer a pro rata amount of any unused Fees;

11 INTELLECTUAL PROPERTY RIGHTS

11.1 Nothing in these General Terms or any Contract or any contract relating to the Services shall act to transfer or assign to the Customer rights of title or ownership in the Intellectual Property Rights or database rights in any software and technical solution used by Data8 in the provision of the Services or any data or data sources or reports used by Data8 for the provision of the Services (together "IP Rights"). All such IP Rights are and shall remain the exclusive property of Data8 and/or the third party owner of such rights.

11.2 The Customer warrants that any Customer Data and its use by Data8 for the purpose of providing the Services will not infringe any rights of confidentiality or any Intellectual Property Rights of any third party and the Customer shall indemnify and hold harmless Data8 against any loss, damages, costs, expenses or other claims arising from any such infringement. The Customer shall immediately notify Data8 of any infringement or suspected infringement by any third party of the Intellectual Property Rights or database rights in the Services of which the Customer becomes aware and shall assist Data8 to take such action as Data8 deems appropriate to protect such rights at Data8's request and expense.

12 DATA PROVIDERS

12.1 All Services supplied to the Customer pursuant to each Contract and the Customer's use of the Services and Service Data are subject to the Third Party Terms imposed upon Data8 by Data Providers. The Customer shall comply with the Third Party Terms.

12.2 The Customer acknowledges that the Third Party Terms are subject to change from time to time by Data Providers and that the terms upon which Data8 provides Services or data which are not the subject of express Third Party Terms may also be changed by Data Providers ("Third Party Terms Change"). The Customer acknowledges that their continued use the Services may depend upon accepting these changed terms. In the event that a Third Party Terms Change is required Data8 will present the changed terms to the Customer for their acceptance subject to:

12.2.1 Data8 will give the Customer as much notice as reasonably practicable of any such Third Party Terms Change;

12.2.2 If such Third Party Terms Change affects a price change and a Licence Agreement applies then Data8 shall have the right to pass on to the Customer the cost of any price increases from Data Providers;

12.2.3 if such Third Party Terms Change is unacceptable and not agreed by the Customer, then either Party may terminate the relevant Contract forthwith by written notice to expire no earlier than the time the said changes are due to have effect. If such termination occurs prior to the end of any applicable

13 CONFIDENTIALITY

13.1 Data8 shall keep in strict confidence all Customer Data and shall not disclose to third parties save as required to perform the Services and/or the Contract.

13.2 The Customer shall keep in strict confidence all business information, technical or commercial know-how, specifications, processes or initiatives which are of a confidential nature and have been disclosed to the Customer by Data8 or its agents, and any other confidential information concerning Data8's business or its products which the Customer may obtain. The Customer shall restrict disclosure of such confidential information to such of its employees, agents or sub-contractors as need to know it and shall procure that all such employees, agents or sub-contractors are bound by equivalent confidentiality undertakings.

13.3 The provisions of this clause 13 shall not apply to any information, documents or other materials to the extent required by law to be disclosed or if they are public knowledge at the time when they are so provided by either party. These provisions of clause 13 shall cease to apply if at any future time they become public knowledge through no fault of the other party or are already in the possession of the relevant party.

13.4 Clause 13 shall survive termination of each Contract, however arising.

13.5 Each Party shall immediately upon becoming aware of the same give notice to the other of any unauthorised disclosure, misuse, theft or other loss of Confidential Information of the other Party, whether inadvertent or otherwise.

13.6 The Customer shall not and shall procure that any third party shall not publish or use any advertising, sales promotion, press releases or publicity matters using Data8's name or trade marks without the prior approval of Data8.

13.7 In the event that Data8 uses a debt collection agency in relation to overdue amounts, charges incurred by Data8 for such debt collection agency shall be charged by Data8 to the Customer.

14 LIABILITY

14.1 The following provisions set out the entire liability of Data8 (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:

14.1.1 any breach or default of these General Terms and/or each Contract;

14.1.2 any use made by the Customer of the Services or any part of them; and

14.1.3 any representation, statement or tortious act or omission (including negligence) arising under or in connection with these General Terms or any Contract.

- 14.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from these General Terms and each Contract.
- 14.3 Nothing in these clauses excludes the liability of Data8:
- 14.3.1 for death or personal injury caused by Data8's negligence; or
- 14.3.2 for fraud or fraudulent misrepresentation;
- 14.3.3 breach of terms implied by section 2 of the Sale of Goods and Services Act 1982; or
- 14.3.4 any liability that cannot be excluded by law.
- 14.4 Subject to clause 14.3, but notwithstanding anything else in these General Terms, Data8 shall not be liable in contract, tort (including negligence or breach of statutory duty) for:
- 14.4.1 the transmission and/or receipt of infringing information of whatever nature transmitted via the Services;
- 14.4.2 loss of, damage to or corruption of data, or files, stored, transmitted or used using the Services;
- 14.4.3 loss or damage suffered by Customer as a result of any virus or other hostile computer program, denial of service, spamming, or hacking being introduced via the Services;
- 14.4.4 any loss of actual or anticipated profits, loss of contracts, downtime costs, loss of opportunity, loss of reputation, loss of the use of money, loss of business, loss or depletion of goodwill, loss of anticipated savings or wasted expenditure or any losses of a similar nature to any of the foregoing (in each case whether direct or indirect),
- save that this clause 14.4 shall not exclude any of Data8's liability in respect of (a) Data Protection Claims (b) sums paid by the Customer to Data8 under the Contract in respect of Services not provided in accordance with the Contract.
- 14.5 Data8 shall not be liable in contract, tort (including negligence or breach of statutory duty) for any special, indirect or consequential loss costs, damages, charges or expenses howsoever arising.
- 14.6 Subject to clauses 14.3 and 14.7, Data8's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, in respect of all and any claims arising in connection with each Contract (other than Data Protection Claims) during each successive period of 12 months starting on the Effective Date of the relevant Contract shall be limited to (the greater of) £2,000 OR an amount equal to 2.5 (two point five) times the Fees that become due for payment by the Customer for the Services under the relevant Contract during such period of 12 months;
- 14.7 Subject to clauses 14.3, Data8's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of each Contract shall be limited in the aggregate to (the greater of) £50,

000 OR an amount equal to 2 (two) times the Fees paid or payable by the Customer for the Services under that Contract.

- 14.8 Subject to clause 14.3, if the Customer makes or intends to make any claim ("Claim") against Data8 in relation to any failure or breach by Data8 of, or otherwise in connection with, any Contract, such Claim shall be notified in writing to Data8 within 120 days of (i) the date of the event which gives rise to the Claim or (ii) (if later) the date the Customer became aware or should reasonably have become aware of it having grounds to make such Claim or potential Claim (such applicable date at the start of the 120 day period being referred to as the "Relevant Date"). Unless the Customer notifies Data8 that it intends to make a Claim (including a summary of the relevant facts and circumstances relating to such Claim) within such notice period, Data8 shall have no liability for such Claim and the Customer shall not be entitled to bring such Claim against Data8. In any event, proceedings in respect of any Claim made by the Customer shall be issued in a competent Court having jurisdiction to deal with such Claim and served upon Data8 within 12 months of the Relevant Date and Data8 shall have no liability for any Claim and the Customer shall not be entitled to bring any Claim against Data8 after the expiry of such 12 month period.
- 14.9 Subject to clause 14.3, Data8 shall have no liability to the Customer for any loss, damage, costs, expenses or other claims for compensation arising from any act or omission of the Customer in breach or default of these General Terms or any Contract.

15 TERM AND TERMINATION

- 15.1 Each Contract shall come into force on the Effective Date of that Contract and shall continue until terminated in accordance with this clause 15, the Order or the provisions of the applicable Specific Terms.
- 15.2 Data8 may terminate each Contract by 30 days written notice, to expire no earlier than the expiry of the Initial Term for that Contract where an Initial Term is applicable to that Contract, unless specified otherwise in the Specific Terms for that Contract and without prejudice to any termination right contained in such Specific Terms.
- 15.3 Each party may at any time terminate a Contract immediately on written notice to the other party in the event that:
- 15.3.1 the other party commits any material breach of that Contract, which breach is irremediable, or which breach (if remediable) is not remedied within 30 days after receipt of notice requiring its remedy; or
- 15.3.2 an order is made for the appointment of an administrator to manage the affairs, business and property of the other party, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the other party, or notice of intention to appoint an administrator is given by the other party or its directors or by a qualifying floating charge holder; or

- 15.3.3 a receiver is appointed of any of the other party's assets or undertaking; or
- 15.3.4 or becomes bankrupt or ceases, or threatens to cease, to trade; or
- 15.3.5 the other party takes or suffers any similar or analogous action in any jurisdiction.
- 15.4 Data8 may at any time terminate a Contract immediately on written notice to the Customer in the event that:
 - 15.4.1 Customer has provided inaccurate or misleading information concerning its registered details or financial standing, is likely to defraud Data8 or create disruption or harm to the Services; or
 - 15.4.2 Data8 has exercised the right under clause 15.3 to terminate any other Contract with the Customer; or
 - 15.4.3 Customer fails to pay any overdue amount within fourteen (14) days of the date of a reminder notice which references the right of termination.
- 15.5 Customer shall not be entitled to terminate a Contract for any Services suspended under clause 10.6.2 and any notice purporting to terminate the same shall be of no effect. Fees will continue to accrue during the period of suspension.
- 15.6 Data8 shall not accept any termination notice where overdue invoices (other than invoices that are disputed in good faith) remain unpaid. Such overdue invoices must be settled in full prior to a termination notice being effective. Current invoices shall not invalidate a termination notice provided they are within the thirty (30) day payment term.
- 15.7 Data8 may terminate any element of the Services (and the relevant Contract) without liability to the Customer by written notice to the Customer if for any reason the agreement Data8 has with any third party provider or supplier of services to Data8 is terminated or suspended and Data8 is unable to continue the performance of the Services in accordance with the terms of the Contract.
- 15.8 Data8 shall endeavour to give as much notice of termination under clause 15.7 as practicable. In the event that notice is given under clause 15.7, Data8 shall, unless the Customer has Fees outstanding to Data8 in which case Data8 may offset any such monies held against such Fees (if any), make a refund to the Customer of the amount of any Fees held by Data8 which have been pre-paid by the Customer in relation to the Services.
- 15.9 In the event that Data8 terminates any Contract in accordance with clause 15, Data8 may elect, but shall not be required, to terminate all or any other subsisting Contracts if Data8 believes that the circumstances of default or termination of the first Contract may adversely affect Data8's ability to perform such other subsisting Contracts or may otherwise prejudice Data8's business.
- 15.10 Where the Order specifies that a Licence Agreement is applicable, the Contract shall continue for the Initial Term and shall automatically renew at the end of the Initial Term for successive Renewal Periods, unless or

until terminated by either party giving the other party not less than 60 days' prior written notice to expire on the last day of the Initial Term or a Renewal Period (as the case may be).

- 15.11 Termination of a Contract, however arising, shall not affect or prejudice the accrued rights of the parties as at termination or the continuation of any provision expressly stated to survive, or implicitly surviving, termination.

16 DATA PROTECTION

- 16.1 Data8 warrants and agrees that it shall at all times comply with its duties and obligations under the Data Protection Legislation.
- 16.2 Both parties agree that they shall at all times comply with the Data Processing Agreement.

17 FORCE MAJEURE

- 17.1 Data8 shall have no liability to the Customer under these General Terms or any Contract if it is prevented from, or delayed in, performing its obligations under these General Terms or any Contract or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of Data8 or any other party), any inability to access the Internet (whether as a result of a failure by the relevant Internet service provider to supply access or otherwise), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors.

18 GENERAL

- 18.1 A waiver of any right under these General Terms or a Contract is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and the circumstances for which it is given. Unless specifically provided otherwise, rights arising under these General Terms are cumulative and do not exclude rights provided by law.
- 18.2 If any provision of these General Terms or any Contract is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.
- 18.3 Each of the parties acknowledges and agrees that in entering into these General Terms and each Contract it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to a Contract or not) relating to the subject matter of these General Terms or any

Contract other than as expressly set out in these General Terms and the relevant Contract.

- 18.4 The Customer shall not, without the prior written consent of Data8, such consent not to be unreasonably withheld, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under these General Terms or any Contract.
- 18.5 Data8 may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under these General Terms and each Contract.
- 18.6 Nothing in these General Terms or in any Contract is intended to or shall operate to create a partnership between the parties, or to authorise either party to act as agent for the other, 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 but not limited to the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).
- 18.7 Each Contract is made for the benefit of the parties to it and (where applicable) their successors and permitted assigns, and save where it is specifically provided for in the Contract or in any Third Party Terms, is not intended to benefit, or be enforceable by, anyone else.

19 NOTICES

- 19.1 Any notice under any Contract shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its address as set out in any Contract, or such other address as may have been notified by that party for such purposes, or designated email address as set out in the Order. A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not during business hours, at 9.00 am on the first Business Day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post. A notice sent by email shall be deemed to have been received at the time of transmission.

20 GOVERNING LAW AND JURISDICTION

- 20.1 These General Terms, any Contract and any disputes or claims arising out of or in connection with their subject matter are governed by and construed in accordance with the laws of England and Wales.
- 20.2 The parties irrevocably agree that the courts of England and Wales have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these General Terms.

Schedule 1: Sub-processors Schedule

This schedule sets out the Sub-Processors that may be used by Data8 for all Services. Some Services may also have additional Sub-Processors which may be set out or evidenced in the Order, or Specific Terms.

Vendor	Activity	Website	Location
Amazon Web Services EMEA SARL (AWS)	Cloud Hosting	https://aws.amazon.com/	UK, or alternative locations if specified on your Order.
Microsoft Ireland Operations Limited (Azure)	Cloud Hosting	https://azure.microsoft.com/en-gb/	UK, or alternative locations if specified on your Order.

Schedule 2: Data Processing Agreement

1 DEFINITIONS

- 1.1 The following words and phrases shall (unless the context otherwise requires) have the meanings set out below:

Applicable Law means any applicable law or regulation of the United Kingdom, and includes Data Protection Legislation;

The terms **processor**, **controller**, **personal data**, **personal data breach**, **supervisory authority** and **data protection impact assessment** shall have the meaning set out in Data Protection Legislation.

2 DATA PROCESSING

- 2.1 To the extent that Data8 processes Customer Data as a data processor on behalf of the Customer, the following provisions shall apply:

- 2.1.1 The scope, nature and purpose of processing by Data8 of Customer Personal Data is set out in the Service Description and Order. The duration of the processing shall be for the term of the Contract. The types and categories of personal data are set out in the Service Description and Order. Where Data8 processes Customer Data as part of a Data Quality Audit, the scope, nature, duration and purpose of processing are set out in the description of that service on Data8's website, and the types and categories of personal data are set out in the Service Description;
- 2.1.2 Data8 shall process the Customer Personal Data only in accordance with the Customer's written instructions unless Data8 is required by any Applicable Law to otherwise process that personal data. Where Data8 is relying on such laws as the basis for processing such personal data, Data8 shall promptly notify the Customer of this before performing the processing required by such Applicable Law unless those laws prohibit Data8 from so notifying the Customer. It is agreed that the Customer instructs Data8 to process Customer Personal Data for the purposes of carrying out the Services set out in the Order or carrying out the Data Quality Audit (as the case may be);
- 2.1.3 Data8 shall not transfer Customer Personal Data outside the United Kingdom except as otherwise agreed in writing (including in the Order or any Specific Terms) by the parties from time to time and in accordance with Data Protection Legislation;
- 2.1.4 Data8 shall restrict access to Customer Personal Data to authorised users and shall ensure that all staff and personnel who process Customer Personal Data have agreed to keep such personal data confidential (whether by means of appropriate terms in agreements or policies of employment or otherwise);
- 2.1.5 Data8 shall only appoint sub-processors with the prior written authorisation of the Customer (which authorisation may be by way of specific or general

authorisation and may be set out or evidenced in the Sub-processors Schedule, Order, or Specific Terms). Data8 shall procure that any sub-processor is engaged pursuant to a written agreement which contains the same data protection obligations of processors in respect of personal data as are set out in this Data Processing Agreement and that otherwise complies with Data Protection Legislation. Data8 shall be entitled to appoint (without consent) third parties as general suppliers of technology and services provided that such third parties do not carry out specific processing activities on behalf of the Customer;

- 2.1.6 Data8 shall ensure that it has appropriate technical and organisational measures to ensure the security of the Customer Personal Data, including to protect such data against unauthorised or unlawful processing and accidental loss, destruction, or damage, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it) and taking into account the matters set out in Article 32 of GDPR and Data Protection Legislation;
- 2.1.7 Data8 shall, taking into account the nature of the processing Data8 carries out as a processor of Customer Personal Data assist the Customer by appropriate technical and organisational measures, insofar as this possible, for the fulfilment of the Customer's obligation to respond to requests for exercising the data subject rights laid down in Chapter III of GDPR and the Data Protection Legislation;
- 2.1.8 Data8 shall provide reasonable assistance to the Customer to enable the Customer to comply with the Customer's obligations under Articles 32 to 36 of the GDPR and the Data Protection Legislation (in so far as these relate to the Customer Data) to process Customer Personal Data securely, to respond to a personal data breach relating to Customer Personal Data (including the making of notifications to supervisory authorities or individuals), to undertake data protection impact assessments and to engage in any mandatory consultation with a supervisory authority that relate directly to the Customer Data, taking into account the nature of the processing that Data8 carries out and the information available to Data8;
- 2.1.9 Data8 shall, at the election of the Customer, return, securely delete or destroy all Customer Personal

Data held or processed by or on behalf of the Customer upon the expiry of any data retention policy specified by the Customer on the Website or on termination of the Contract, including each copy of such data unless retention of a copy is required by any Applicable Law;

- 2.1.10 Data8 shall maintain a record of all categories of processing activities carried out on behalf of the Customer, including a general description of the technical and organisational security measures implemented by the processor to safeguard the Customer Personal Data and other records required by Data Protection Legislation;
- 2.1.11 Data8 shall inform the Customer immediately if in the opinion of Data8 any instruction of the Customer infringes the GDPR or any other relevant Data Protection Legislation;
- 2.1.12 Data8 shall make available to the Customer any information necessary to demonstrate compliance with Data Protection Legislation and allow and contribute to reasonable audits and inspections carried out by the Customer (or a person mandated by the Customer);
- 2.1.13 Data8 shall inform the Customer without undue delay of the occurrence of a personal data breach relating to the Customer Personal Data.
- 2.2 The Customer warrants and undertakes that it will comply with all applicable requirements of the Data Protection Legislation in relation to the Customer Personal Data, and in the course of its use of the Services and performance of any Contract. Without prejudice to the generality of the foregoing, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Customer Personal Data to the Supplier for the duration and purposes of the Contract. Where the consents of data subjects contained in Customer Personal Data are needed in order for Data8 to carry out the Services and/or for the Customer to utilise the Services, the Customer warrants that necessary and appropriate consents have been obtained.
- 2.3 Customer shall indemnify and hold harmless Data8 in respect of any and all claims, costs, losses, liabilities and damage threatened or suffered as a result of a breach of clause 2.2 of this schedule.
- 2.4 In the event of any conflict between the terms of this Data Processing Agreement and any other provision of these General Terms or the terms of any other document referred to in clause 2.2 of the General Terms, the terms of this Data Processing Agreement shall prevail.
- 2.5 In the event that, in the course of its use of the Services or performance of the Contract, the Customer processes any personal data as a data processor on behalf of Data8, the following provisions shall apply in relation to such personal data ("Relevant Personal Data"): The Customer agrees, in relation to Relevant Personal Data, to accept equivalent obligations to those obligations of Data8 specified in sub-clauses 2.1.2 to 2.1.13 of this schedule (inclusive); accordingly (for the purposes of

this sub-clause 2.5 only) sub-clauses 2.1.1 to 2.1.13 of this schedule (inclusive) shall be deemed to apply (any necessary changes having been made) to the parties save that references in those sub-clauses to "Customer Personal Data" shall instead be to "Relevant Personal Data", references to "Data8" shall instead be to "Customer" and references to "Customer" shall instead be to "Data8".

- 2.6 Data8 may propose by notice to the Customer variations to these General Terms and any Contract which Data8 reasonably considers to be necessary to address the requirements or changes of any Data Protection Legislation. If Data8 gives such notice the parties shall promptly discuss the proposed variations and negotiate in good faith with a view to agreeing and implementing those or alternative variations designed to address the requirements identified in Data8's notice as soon as is reasonably practicable.