ORDER FORM

This Order Form is appended to the Master Subscription Agreement Terms and Conditions (the "**Terms**"), and shall be governed by those Terms as same may be amended from time to time.

1. FEES

DESCRIPTION	**QTY**	**PER UNIT COST (ANNUAL)**	**TOTAL**
Annual SaaS subscription for Vena Cloud "tenant" application – Vena platform.	1		
Administrator User Licenses			
Contributor User Licenses			
Report (View Only) User Licenses			
Sub-Total Vena Cloud Annual SaaS Subscription Fees:			
Standard Annual Support & Maintenance Fees:			**Included**
Total Year 1 Vena Cloud Annual SaaS Subscription and Support & Maintenance Fees ("Year 1 Fees"):			

- **Total Year 2 Vena Cloud Annual SaaS Subscription and Support & Maintenance Fees ("Year 2 Fees"):**
- **Total Year 3 Vena Cloud Annual SaaS Subscription and Support & Maintenance Fees ("Year 3 Fees"):**

IN WITNESS WHEREOF, the Parties have executed this Order Form as of the Effective Date.

Vena Solutions UK Ltd. ("Vena")	**_____ ("Subscriber")**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
Address for Notice: **Curo House, Westonhall Road, Stoke Prior, Bromsgrove, UK B60 4AL**	Address for Notice:

MASTER SUBSCRIPTION AGREEMENT TERMS AND CONDITIONS

DEFINITIONS

"Affiliate" means any entity, individual, firm, or corporation, directly or indirectly, through one or more intermediaries, controlling, controlled by, or under common control with either Vena or Subscriber.

"**Agreement**" means these Master Subscription Agreement Terms and Conditions, together with any Order Forms, Appendices, Statements of Work and Descriptions of Services executed by Vena and Subscriber or incorporated herein by reference, as same may be amended from time to time.

"**Applicable Privacy Laws**" means all applicable privacy laws listed in the Data Protection Addendum, and where there is no Data Protection Addendum, then all applicable privacy laws pursuant to Governing Law.

"Content" means: i) information obtained or developed by Vena related to the Service and provided to Subscriber, including all products specified and agreed upon pursuant to this Agreement; (ii) the Documentation, as defined within this Agreement; and (iii) Updates.

"Data Protection Addendum" means, a data protection addendum entered into between the Parties in connection with the processing of Personal Data (as therein defined) in connection with the Service provided under this Agreement.

"Documentation" means, collectively, technical information and materials, in written or electronics form, delivered with the Service by Vena to Subscriber and that are intended for use in connection with the Service.

"Effective Date" means the date that the initial Order Form is signed by Subscriber.

"Feedback" means suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the Service provided by a Subscriber, User, or third party.

"**Fees**" means the fees and charges specified in an Order Form, Statement of Work or Description of Services, or other document, including both recurring and one-time charges.

"**GDPR**" means EU General Data Protection Regulation 2016/679, as same may be amended from time to time.

"**Governing Law**" has the meaning given in Section 13.4.

"**Order Form**" means any executed Order Form between Vena and Subscriber.

"**Non-Vena Applications**" has the meaning given in Section 2.6.

"Party" means either Vena Solutions Inc. or Subscriber, and **"Parties"** means both Vena Solutions Inc. and Subscriber.

"**Proprietary Information**" means confidential or proprietary information of a Party relating to that Party's business or operations. With respect to Subscriber, Proprietary Information includes Subscriber Data and information communicated by Subscriber to Vena about Subscriber's internal operating environment but excludes Usage Data. With respect to Vena, Proprietary Information includes the technology underlying the Service, the Documentation (including any complete or partial copies thereof), Usage Data, the Service Concepts, third-party databases, and any benchmark or survey results.

"Protected Information" means sensitive, personally identifiable information that is subject to specific regulations or laws that impose increased protections and/or obligations with respect to handling of that type of information.

"**Service**" means all Vena products and services specified and agreed upon in this Agreement, to be delivered by or through Vena to Subscriber hereunder, including the Content, but excluding any third-party database and third-party products or services.

"**Service Concepts**" means the concepts, techniques, ideas, and know-how embodied and expressed in any computer programs included in the Service, including their structure, sequence and organization.

"Service Learnings" means data Vena collects and/or generates about the Service's operations, support, or use by Subscribers and/or Users, including how such data relates to Subscriber and User parameters and characteristics.

"Statement of Work" or "**Description of Services"** means a signed written agreement for the Service between Vena and Subscriber that sets out agreed upon project-specific activities, associated deliverables, work effort, resources, Fees and costs.

"**Subscriber Data**" means any data, including text, figures, and audiovisual material uploaded to the Service by Users in the course of using the Service, and any data downloaded from the Service, including any calculated results resulting from Subscriber's usage of the Service. For clarity, Subscriber Data excludes Usage Data. Subscriber Data is at all times owned by Subscriber.

"**Term**" has the meaning given in Section 7.1.

"**Updates**" means all upgrades, modified versions, or updates, to the Service whether provided to Subscriber by Vena through maintenance and support services or otherwise at any time.

"**Use**" means to directly or indirectly load, execute, access, employ, utilize, store, or display the Service.

"**User**" means a Subscriber employee (or any contractor of Subscriber for whom access is requested by Subscriber) authorized by Vena to Use the Service and who has been supplied valid user credentials for the Service by Subscriber (or by Vena at Subscriber's request).

"Usage Data" means Feedback and Service Learnings.

LICENSE GRANTS, SERVICE ACCESS & SERVICES

2.1 Subject to the terms and conditions of this Agreement (including the obligation to pay Fees), Vena hereby grants Subscriber a limited, non-exclusive, non-transferable, worldwide right to Use the Service during the Term, solely for Subscriber's internal business purposes. All rights not expressly granted to Subscriber are reserved by Vena

2.2 The Service shall be made available to Subscriber in the form of a welcome email containing credentials to access the Service, which will be sent to Subscriber by Vena following execution of the Order Form by both Parties.

2.3 Vena will provide certain services either directly or through Affiliates or subcontractors. Subscriber acknowledges and agrees that Vena leverages cloud infrastructure providers such as Amazon Web Services ("**AWS**") in connection with the delivery of the Services, and Subscriber acknowledges that such cloud infrastructure providers do not have access to Subscriber Data and shall not be considered subcontractors for the purposes of this Agreement.

2.4 Subscriber grants to Vena and its Affiliates a non-exclusive, worldwide, royalty-free, fully paid-up right and license to store, copy, access, transmit and otherwise perform all acts with respect to the Subscriber Data as may be necessary for Vena and/or its Affiliates or subcontractors to: (a) provide the Services to Subscriber as set forth in this Agreement, (b) maintain or improve Vena's products and services, (c) leverage Usage Data and (d) diagnose and resolve any support issues in accordance with Appendix A or otherwise as requested by Subscriber from time to time.

2.5 Vena collects Usage Data in order to understand how Subscriber and its Users interact with the Service and to improve, support, promote and operate Vena's product and services. Vena shall not publicly disclose any Usage Data in any manner that would permit a third party to identify or associate any Usage Data with Subscriber or any specific User. Vena shall collect, process and use such Usage Data in accordance with Applicable Privacy Laws and its Privacy Policy.

2.6 The Service may integrate with certain third-party websites, applications and solutions ("Non-Vena Applications"). Non-Vena Applications shall be governed solely by the terms and conditions applicable to such Non-Vena Applications, as agreed to between Subscriber and the providers of such Non-Vena Applications. From time to time, Vena may enable such Non-Vena Applications as a convenience to Subscriber, and the availability of such Non-Vena Applications does not (and shall not be construed to) in any way imply, suggest, or constitute any sponsorship, endorsement, or approval by Vena of such Non-Vena Applications or their providers. Vena does not endorse or support and is not responsible for Non-Vena Applications, including without limitation, the privacy and data security policies and practices related to Non-Vena Applications. Subscriber may authorize or enable integrations between the Service and Non-Vena Applications, and by doing so: (a) instructs Vena to share Subscriber Data (including, to the extent necessary, any personal data) with the providers of such Non-Vena Applications in order to facilitate the integration; (b) grants Vena permission to allow Non-Vena Applications and their providers to access Subscriber Data and information about Subscriber's usage of the Non-Vena Applications and/or the Service as appropriate for the interoperation of Non-Vena Applications with the Service; and (c) grants Vena with access to information that Subscriber has provided to the providers of such Non-Vena Applications in order to facilitate the integration and interoperation of Non-Vena Applications with the Service. The type of information provided to Vena, as well as the manner in which the Non-Vena Applications use, store, and disclose such information, is governed solely by the policies of the third party providing the Non-Vena Applications. Vena shall have no obligation or liability of any kind whatsoever for Non-Vena Applications or for the policies, practices, actions, or omissions of the providers of any such Non-Vena Applications. Subscriber is responsible for providing all instructions to the Non-Vena Applications providers about the use and protection of Subscriber Data. Vena and Non-Vena Applications providers are not processors or sub-processors of personal data with respect to each other.

2.7 The Service may contain features designed to interoperate with Non-Vena Applications. Subscriber acknowledges that Vena cannot guarantee the continued availability of such Service features, and may cease providing them at any time, if for example and without limitation, the provider of a Non-Vena Application ceases to make the Non-Vena Application

available for interoperation with the corresponding Service features in a manner acceptable to Vena.

RESTRICTIONS ON USE

3.1 Subscriber is responsible for all activity occurring under its User accounts to the Service, whether such access or use is permitted by or in violation of this Agreement, and shall abide by all applicable local, national and foreign laws, treaties and regulations in connection with Use of the Service, including those related to Applicable Privacy Laws, international communications and the transmission of technical or personal data.

3.2 Subscriber acknowledges that the Service and its structure, organization and source code constitute Vena's valuable intellectual property and trade secrets. Accordingly, Subscriber agrees:

(a) not to, in whole or in part, copy, modify, adapt, alter, translate, or create derivative works from the Service (except as expressly permitted by the Documentation);

(b) not to make the Service available to any third party or otherwise commercially exploit the Service in any way;

(c) not to merge the Service with any other service or software; or sublicense, lease, rent, loan, or otherwise transfer the Service to any third party; however, and for the avoidance of doubt, nothing within this section 3.2 (c) is intended to limit Subscriber's ability to use the Service alongside any third-party Subscriber Data source system;

(d) not to reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for the Service;

(e) to notify Vena as soon as practicable of any unauthorized Use of any password or account or any other known or suspected breach of security;

(f) to report to Vena as soon as practicable and to use reasonable efforts to stop any copying or distribution of Content that is known or suspected by Subscriber or Subscriber's Users;

(g) not to remove, alter, or obscure any proprietary notices (including copyright notices) incorporated into or included with the Service;

(h) not to interfere with or disrupt the integrity or performance of the Service or the data contained therein; and

(i) not to attempt to gain unauthorized access to the Service or its related systems or networks.

3.3 Subscriber shall not access the Service in order to:

(a) build a competitive product or Service;

(b) build a product using similar ideas, features, functions or graphics of the Service; copy any ideas, features, functions or graphics of the Service; or

(c) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs.

3.4 Subscriber shall not permit User licenses to be shared or used by more than one individual User, provided that Subscriber may reassign User licenses from time to time to new Users who are replacing former Users who no longer Use the Service.

3.5 If at any time during the Term Vena determines that the number of User licenses exceeds the applicable number of User licenses specified within the applicable Order Form, Subscriber shall pay for the additional User licenses upon receipt of invoice from Vena in respect of such excess usage.

VENA PROPRIETARY RIGHTS; SUBSCRIBER DATA SECURITY AND DATA BACKUPS.

4.1 Vena alone shall own all right, title and interest, including all related intellectual property rights, in and to the (a) Service, (b) Usage Data, (c) deliverables (except as otherwise expressly agreed in a Description of Services or Statement of Work), and (d) modifications, improvements, enhancements or upgrades, technology, customized templates, developments, derivative works, or other intellectual property related to the Services or any services or products provided by or through Vena. The Parties will not jointly create any intellectual property.

4.2 The Vena name, logo, and product names associated with the Service are trademarks of Vena and no right or license is granted to use them; however, Subscriber may publicly identify Vena as a service provider without Vena's prior consent. Vena may use Subscriber's name, logo, and trademarks for business development, advertising and marketing purposes without Subscriber's prior consent but in accordance with any written brand guidelines provided by Subscriber to Vena from time to time.

4.3 Vena, in its discretion, reserves the right to supply an Update to the Service to Subscriber when such Update

is made generally available to Vena's customers, provided that such Update shall not materially diminish the functionality of the Services available as of the Effective Date. From time to time, Vena shall provide Subscriber with early access to major product release Updates so as to permit Subscriber to assess the utility and impact of each such Update.

4.4 Vena shall maintain daily backups of all Subscriber Data in its possession for the preceding twelve (12) months. If Subscriber's use of the Service becomes interrupted (except to the extent caused by Subscriber or User actions), Vena shall use commercially reasonable efforts to restore a prior backup of Subscriber Data on a timely basis.

4.5 At any time during the Term, Subscriber may perform extracts of Subscriber Data within the Service using the Extract, Transform and Load ("**ETL**") tool, which will enable Subscriber to export Subscriber Data within the Service in a flat-file format for Subscriber's archival or audit purposes.

4.6 Vena shall establish and maintain appropriate physical, organizational, and technical measures designed to protect the security, confidentiality, and integrity of Subscriber Data in its possession from time to time against accidental or unlawful destruction, loss, alteration, unauthorized disclosure. Vena shall implement a process for regularly testing and evaluating the effectiveness of such measures. Subscriber shall ensure that neither it nor its Users shall enter any Subscriber Data that consists of or contains any personally identifiable information or personal data (as defined under Applicable Privacy Laws) into the Service, unless and until the Parties have entered into a Data Protection Addendum. To the extent that Vena processes any Personal Data (as defined in a Data Protection Addendum entered into between the Parties) as part of Subscriber Data in the provision of the Services hereunder, the terms of the Data Protection Addendum, which are hereby incorporated herein by reference, shall apply with respect to the processing of any such Personal Data.

4.7 Vena shall notify Subscriber no later than forty-eight (48) hours following confirmation of a security event that (a) compromises the confidentiality, integrity or availability of Subscriber Data, and (b) results in the confirmed disclosure of Subscriber Data to an unauthorized third party ("**Data Security Breach**") and shall reasonably cooperate with Subscriber in the investigation and remediation of any such Data Security Breach, including using commercially reasonable efforts to restore the availability of and access to Subscriber Data in a timely manner.

CONFIDENTIALITY

5.1 Each Party shall keep confidential, shall not use for itself or the benefit of others, and shall not copy or allow to be copied, in whole or in part, any Proprietary Information other than as reasonably necessary to fulfill the terms of this Agreement, as permitted under the Applicable Privacy Laws. Neither Party shall, without the other Party's prior written consent, disclose, provide, or make available any of the Proprietary Information of the other Party in any form to any person, except to its Affiliates, bona fide employees, officers or subcontractors whose access is necessary to enable such Party to exercise its rights hereunder.

5.2 Each Party will use the same degree of care to protect the other's Proprietary Information as it uses to protect its own Proprietary Information of like nature, but in no circumstances less than reasonable care.

5.3 The obligations of confidentiality imposed upon the Parties by the foregoing paragraph shall not apply with respect to any Proprietary Information which:

(a) is known to the recipient thereof prior to receipt thereof from the other Party hereto;

(b) is disclosed to said recipient by a third party who has the contractual right to make such disclosure;

(c) is or becomes a part of the public domain or public knowledge through no fault of said recipient;

(d) is independently developed by the recipient without reference to the disclosing Party's Proprietary Information; or

(e) is required to be disclosed under operation of law, as long as the Party affected has the opportunity to apply to the applicable legal entity for a protective order.

5.4 Each Party will take appropriate action to address incidents of unauthorized access to the other's Proprietary Information, including promptly notifying the other of the unauthorized access.

5.5 Upon the expiration or termination of the Agreement, each Party shall, upon request, use its commercially reasonable efforts to return, or destroy, or cause to be returned or destroyed, in a prompt manner, all materials in any medium that contain, refer or relate to the Proprietary Information of the other Party.

PAYMENT, TAXES AND RENEWALS.

6.1 Subscriber shall pay all Fees set forth in an Order Form in accordance with Section 6.2 or as otherwise set out in any mutually executed Description of Services or Statement of Work. Unpaid balances not otherwise the subject of a good faith dispute are subject to monthly interest at a rate equal to the lesser of: (a) two percent (2%) per month compounded monthly; or (b) the highest rate allowed by law, until paid in full. Subscriber shall pay any amounts incurred by Vena in the collection of past due amounts owed including, but not limited to, collection fees, bank charges, reasonable attorneys' fees and costs.

6.2 Subscriber will be invoiced for Year 1 Fees following the Effective Date, and Year 1 Fees shall be due and payable to Vena upon receipt of the invoice by Subscriber. Thereafter, Subscriber will be invoiced on an annual basis for the Year 2 Fees and Year 3 Fees, as well as for any other applicable Fees set forth in the applicable Order Form, thirty (30) calendar days prior to the commencement of the upcoming year of the then-current Term, and the applicable Fees shall be due and payable to Vena upon receipt of invoice by Subscriber. All Fees are in GBP.

6.3 Subscriber is responsible for paying for all User licenses ordered for the entire Term, whether or not such User licenses are actively used. Subscriber may add additional User licenses at any time by executing an additional Order Form.

6.4 Subscriber shall pay all applicable federal, provincial and municipal/local taxes on the Fees, including duties and tariffs, imposed upon this Agreement, the possession or use of the Service, and the Service provided hereunder. All Fees are exclusive of taxes. If applicable laws require the withholding of taxes under this Agreement, Vena shall notify Subscriber, and Subscriber shall pay the applicable withholding amount to Vena to enable Vena to remit the required withholding tax to the appropriate government authority. Subscriber agrees to provide Vena with complete and accurate billing and contact information. This information includes Subscriber's legal name, street address, e-mail address, and name and telephone number of an authorized billing contact. Subscriber agrees to update this information and to notify Vena of any change within thirty (30) calendar days of any change of address.

TERM AND TERMINATION

7.1 The term of this Agreement and subscriptions shall start on the Effective Date and continue for an initial term of three (3) years (the "**Initial Term**"). At the end of the Initial Term, this Agreement and applicable subscriptions for the Service shall be automatically renewed for additional one (1) year terms (each a "**Renewal Term**") subject to the current version of this Agreement then in effect. Collectively, the Initial Term and any Renewal Terms constitute the "**Term**".

7.2 Either Party may elect not to renew this Agreement by giving at least ninety (90) calendar days' written notice to the other Party prior to the end of the then-current Term.

7.3 Vena may terminate this Agreement at any time (or, at its sole direction, choose to suspend both Subscriber's access to the Service as well as the performance of all or part of its obligations under this Agreement without cost or penalty) prior to the expiration of the then-current Term if:

(a) Subscriber defaults in any payment due to Vena and such default continues unremedied for at least fifteen (15) business days after receipt by Subscriber of written notice thereof;

(b) Subscriber has breached any of its obligation in Sections 2, 3, 4 or 5 or its obligations related to the protection of Vena's Proprietary Information and such failure or default continues unremedied for at least thirty (30) calendar days after receipt of written notice; or

(c) Subscriber is in material default with respect to any other provision of this Agreement and such failure or default continues unremedied for at least thirty (30) calendar days after receipt of written notice.

7.4 Subscriber may terminate this Agreement at any time prior to the expiration of the then-current Term if:

(a) Vena is in material default with respect to any provision of this Agreement and such failure or default continues unremedied for at least thirty (30) calendar days after receipt of written notice; or

(b) Vena has breached any obligation related to the protection of Subscriber's Proprietary Information as provided for herein and such failure or default continues unremedied for at least thirty (30) calendar days after receipt of written notice.

7.5 This Agreement terminates automatically, with no further action by either Party, if:

(a) A receiver is appointed for either Party or its property;

(b) Either Party makes an assignment for the benefit of its creditors;

(c) Any proceedings are commenced by, for, or against either Party under any bankruptcy, insolvency, or debtor's relief law for the purpose of seeking a reorganization of such Party's debts, and such proceeding is not dismissed within 90 calendar days of its commencement; or

(d) Either Party is liquidated or dissolved.

7.5 Upon expiration or termination of this Agreement, with no further action by either Party:

(a) all subscriptions for the Service, Statements of Work or Descriptions of Services then in effect shall automatically terminate;

(b) Subscriber's license to Use the Service shall be revoked and subject to the limited access rights described in Section 257827.5(c) **Error! Reference source not found.**below, Subscriber shall immediately cease Use of the Service;

(c) Subscriber shall have seven (7) calendar days to access the Service solely to retrieve the Subscriber Data and after such 7-day period, Vena will have no obligation to maintain or provide any Subscriber Data, and will thereafter delete or destroy all copies of Subscriber Data within the Service or otherwise within its possession or control, unless legally prohibited. Backups shall be kept for a period of one (1) year in accordance with Vena's standard retention policy.

Expiration or termination of this Agreement shall not relieve Subscriber from its obligations arising hereunder before such expiration or termination, including but not limited to the responsibility for paying previously accrued Fees.

INDEMNIFICATION

8.1 Subscriber shall defend and hold Vena and its Affiliates, officers, directors, employees, and agents (the "**Vena Indemnified Parties**") harmless from and against any third party claim alleging that Subscriber Data or use thereof infringes any patent, trademark or copyright, or misappropriates a trade secret, of a third party (a "**Subscriber Data Claim**"), and Subscriber shall indemnify the Vena Indemnified Parties against any and all costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs) agreed in a settlement by Subscriber or awarded by a court of competent jurisdiction arising out of or in connection with such Subscriber Data Claim; provided that Vena (a) gives written notice of the claim promptly to Subscriber; (b) gives Subscriber sole control of the defense and settlement of the claim (provided that Subscriber may not settle or compromise any claim unless Subscriber unconditionally releases Vena of all liability); and (c) provides to Subscriber all reasonable assistance, at Subscriber's expense. This Section 8.1 is Vena's sole exclusive remedy and Subscriber's entire liability for any Subscriber Data Claim.

8.2 Vena shall defend and hold Subscriber, its officers, directors, employees, and agents (the "**Subscriber Indemnified Parties**") harmless from and against any third party claim alleging that the Service infringes any UK copyright, trademark or patent of a third party in effect as of the Effective Date (a "**Third Party IP Infringement Claim**"), and Vena shall indemnify the Subscriber Indemnified Parties against any and all costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs) agreed in a settlement by Vena or awarded by a court of competent jurisdiction arising out of or in connection with such Third Party IP Infringement Claim; provided that Subscriber (a) promptly gives written notice of the claim to Vena; (b) gives Vena sole control of the defense and settlement of the claim (provided that Vena may not settle or compromise any claim unless it unconditionally releases Subscriber of all liability); and (c) provides to Vena all reasonable assistance, at Vena's expense.

Notwithstanding the foregoing, Vena shall have no indemnification obligation with respect to a Third Party IP Infringement Claim where such infringement is caused in whole or in part by (x) modification of the Service by any party other than Vena without Vena's express consent; (y) the combination, operation, or use of the Service with other product(s), data or services where the Service would not by itself be infringing; or (z) use of the Service in violation of the terms of this Agreement or not contemplated by the Documentation.

8.3 Should the Service or any part thereof become or, in Vena's opinion, be likely to become, the subject of a Third Party IP Infringement Claim, Vena may, at its own expense and option, either:

(a) procure for Subscriber the right to continue using such Service; or

(b) replace the same with non-infringing components or modify the Service so that it becomes non-infringing. If Vena determines that neither of these options are commercially reasonable, Vena may terminate this Agreement and require that use of the Service be terminated and, refund to Subscriber all pro-rated, prepaid Fees associated with the remaining unused portion of the Service for the then-current Term.

This Section 8.3 is Subscriber's sole exclusive remedy and Vena's entire liability for any Third Party IP Infringement Claim.

REPRESENTATIONS AND WARRANTIES

9.1 Vena represents, warrants and covenants that:

(a) it exists under the laws of its own jurisdiction and is not under any contractual obligation that would preclude it from entering into this Agreement;

(b) it has title to the Service or has acquired the right to license portions of the Service from third parties and Vena has full power and authority to grant to Subscriber the rights granted hereunder;

(c) it has not placed, nor is Vena aware of, any disabling code or any viruses in the Service which would alter, destroy, or inhibit the Service, or its use by Subscriber; provided, however, that Vena shall not be in breach of this warranty if Subscriber or any third party introduces any of the foregoing or malicious code into the Service;

(d) to its knowledge as at the Effective Date, the Service does not infringe upon any UK copyright, registered patent, trademark, software mark or trade name owned by a UK third party; and

(e) Vena personnel will exercise due care in the provision of any Services.

9.2 Subscriber represents, warrants and covenants to Vena as follows:

(a) Subscriber exists under the laws of its own jurisdiction and is not under any contractual obligation that would preclude it from entering into this Agreement or would interfere with the use of the Subscriber Data as provided under this Agreement;

(b) Subscriber owns or has properly licensed all rights in the Subscriber Data at all times during the Term;

(c) Subscriber Data is not, nor will be, in violation of any applicable laws or third party intellectual property rights;

(d) all Subscriber Data and Subscriber's use of the Service does and will comply with all applicable laws, including Applicable Privacy Laws;

(e) no Subscriber Data entered into the Service by any Subscriber or User will at any time consist of or contain any personally identifiable information or personal data that may be subject to Applicable Privacy Laws, except as permitted under and in accordance with Section 4.6;

(f) Subscriber shall abide by, and shall be responsible for its compliance with, applicable laws and regulations regarding Subscriber's access and use of Subscriber Data and the Service. Subscriber acknowledges that the Service is not designed or intended to process or manage any Protected Information. Subscriber acknowledges and agrees that Vena is not responsible for any liabilities arising from Subscriber's violation of this Section 9.2(f); and;

(g) neither this Agreement nor the performance of or exercise of rights under this Agreement will violate, conflict with, or result in the breach of any term, condition, or provision of any agreement or legal obligation (whether or not existing as at the Effective Date) to which Subscriber is a party or by which it may be bound, or constitute a default thereunder.

THE EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS SECTION ARE LIMITED WARRANTIES AND ARE THE ONLY WARRANTIES MADE BY EITHER PARTY AND, WITH RESPECT TO VENA, REGARDING THE SERVICE AND ANY PART THEREOF. NEITHER PARTY MAKES ANY OTHER REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, AND EACH PARTY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION, WITH RESPECT TO VENA, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. VENA DOES NOT REPRESENT OR WARRANT THAT THE SERVICE WILL OPERATE CONTINUOUSLY OR WILL BE UNINTERRUPTED OR ERROR-FREE, BUT DOES REPRESENT TO USE COMMERCIALLY REASONABLE EFFORTS TO CORRECT AND REMEDY ALL ERRORS WITH THE SERVICE, IN ACCORDANCE WITH APPENDIX A. VENA DOES NOT GUARANTEE ANY RESULTS FROM THE SERVICES AND ACCEPTS NO RESPONSIBLITY OR LIABILITY IN RESPECT OF RESULTS OF THE SERVICES.

The representations and warranties set forth in Section 9.1 of this Agreement shall not apply if the Service is not used in accordance with the Documentation.

LIMITATION OF LIABILITY

10.1 IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS OR GOODWILL, LOSS OF USE OR DATA, INTERRUPTION OF BUSINESS, OR FOR INDIRECT, SPECIAL, INCIDENTAL

OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF SUCH PARTY RECEIVED ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY (EXCEPT AS EXPRESSLY STATED HEREIN), WHETHER OR NOT ANY OF THE MATTERS AFORESAID ARISES IN CONTRACT OR TORT (INCLUDING NEGLIGENCE) OR MISREPRESENTATION OR BREACH OF STATUTORY DUTY OR ANY DUTY UNDER GENERAL LAW OR ANY OTHER LEGAL THEORY.

10.2 VENA AND ITS AFFILIATES' TOTAL AGGREGATE LIABILITY ARISING UNDER OR RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE) OR MISREPRESENTATION OR BREACH OF STATUTORY DUTY OR ANY DUTY UNDER GENERAL LAW OR ANY OTHER LEGAL THEORY, WILL NOT EXCEED THE TOTAL AMOUNT OF SUBSCRIPTION FEES FOR THE SERVICE PAID TO VENA IN THE TWELVE (12) MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE, EXCEPT THAT VENA'S TOTAL AGGREGATE LIABILITY IN CONNECTION WITH ITS DUTY TO INDEMNIFY AGAINST INFRINGEMENT AS PROVIDED FOR IN SECTION 8.2 SHALL NOT EXCEED FIVE HUNDRED THOUSAND BRITISH POUNS (GBP £500,000.00.). THESE LIMITATIONS OF LIABILITY ARE CUMULATIVE AND NOT PER INCIDENT. THE EXISTENCE OF MULTIPLE CLAIMS WILL NOT INCREASE THESE LIMITS.

EACH PARTY ACKNOWLEDGES THAT THE LIMITATIONS OF LIABILITY STATED IN THIS SECTION 10 REFLECT THE ALLOCATION OF RISK BETWEEN THE PARTIES UNDER THIS AGREEMENT, AND THAT IN THE ABSENCE OF THOSE LIMITATIONS OF LIABILITY, THE ECONOMIC TERMS OF THIS AGREEMENT WOULD BE SIGNIFICANTLY DIFFERENT.

NOTICE

11.1 Vena may give notice by means of electronic mail to Subscriber's e-mail address on record in Vena's account information, or by written communication sent by first class mail or pre-paid post to Subscriber's address. Subscriber may give notice to Vena at any time by any of the following: electronic mail to legal@venacorp.com, letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail to Vena at the following addresses: 1971 Western Avenue, #1125, Albany, NY 12203, addressed to the attention of: The Contracts & Legal Department. Notices shall be deemed to have been given upon the expiration of 48 hours after emailing, mailing or posting (if sent by first class mail or pre-paid post).

DISPUTE RESOLUTION

12.1 Any controversy or claim arising out of or relating to this Agreement or involving any dispute regarding the interpretation or breach of this Agreement shall be resolved as follows:

(a) upon written request of either Party, both parties shall appoint a designated representative whose task it will be to meet for the purpose of resolving such dispute.

(b) formal proceedings for the resolution of a dispute may not be commenced until the earlier of:

(i) the designated representatives concluding in good faith that amicable resolution through continued negotiations does not appear likely;

(ii) the expiration of the 30-day period immediately following the initial request to negotiate the dispute.

12.2 In the event the parties are unable to resolve a dispute, a Party shall commence arbitration and each Party hereto agrees to be bound by the decision of the arbitrators and there shall be no right to appeal such decision, whether on a question of law, a question of fact, or a mixed question of fact and law. Judgment upon the award of the arbitrators may be entered in any court of competent jurisdiction. Arbitrations shall take place in London, England and the language of the arbitration shall be in English. The costs of arbitration shall be awarded by the arbitrator based on the success of each Party of the arbitration.

GENERAL

13.1 **Amendments and Modifications.** No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party.

13.2 **Assignment.** This Agreement may not be assigned by Subscriber or by operation of law to any other person, persons, firms, or corporations without the

express written approval of Vena, which consent shall not unreasonably be withheld.

13.3 **Governing Law**. This Agreement shall be governed by and construed in accordance with the substantive laws of England and Wales (the "**Governing Law**"). This Agreement shall be governed without regard to conflict of laws provisions or the United Nations Convention on Contracts for the International Sale of Goods and shall exclude the application of the Uniform Computer Information Transactions Act. The parties attorn to the exclusive jurisdiction of the courts of England and Wales in respect of any disputes arising under this Agreement.

13.4 **Force Majeure**. Except for Subscriber's payment obligations, neither Party shall be responsible for delays or failure of performance resulting from acts beyond the reasonable control of such Party. Such acts shall include, but not be limited to, acts of God, strikes, walkouts, riots, acts of war, terrorism, epidemics, pandemics, governmental regulations, power failure, earthquake, or other disasters. If the anticipated or actual delay or non-performance exceeds thirty (30) calendar days, the other Party may immediately terminate the Agreement by giving notice of termination and such termination will be in addition to the other rights and remedies of the terminating Party under the Agreement, at law or in equity.

13.5 **Relationship of the Parties**. This Agreement does not create or imply any agency, joint venture, partnership, or franchise relationship. This Agreement is intended for the benefit of the Parties and is not intended to benefit any third party. Neither Party has the authority to assume or create any obligation on behalf of the other Party.

13.6 **Survival of Certain Provisions**. The obligation to pay all accrued Fees, each Party's proprietary rights, indemnification obligations, the limitations of liability and the confidentiality obligations set forth in the Agreement shall survive the termination of the Agreement by either Party for any reason.

13.7 **Headings.** The titles and headings of the various sections and paragraphs in this Agreement are intended solely for convenience of reference and are not intended for any other purpose whatsoever or to explain, modify, or place any construction on any of the provisions of this Agreement.

13.8 **Entire Agreement**. This Agreement forms the entire agreement between the Parties and supersedes all previous communications, oral or written, and all other communications between them relating to the subject matter hereof. No representations or statements of any kind made by either Party that are not expressly stated herein shall be binding on such Party. No provisions in Subscriber's purchase orders or other business forms will supersede the terms and conditions of this Agreement.

13.9 **Waiver**. The waiver by either Party of a breach of any provisions of this Agreement by the other Party shall not operate or be construed as a waiver of any subsequent breach by such Party.

13.10 **Counterparts**. Any Order Form or other document relating to this Agreement may be executed in counterparts, each of which may be original or electronic and shall together constitute one and the same binding instrument.

13.11 **Order of Precedence**. Any inconsistency or conflict in the provisions of these Master Subscription Agreement Terms and Conditions, an Order Form, an Appendix, a Statement of Work, a Description of Service and a Data Protection Addendum, shall be resolved to the extent of such inconsistency or conflict by giving precedence in the following order: the Data Protection Addendum (but solely in respect of the processing of any Personal Data (as defined in the Data Protection Addendum entered into between the Parties)), these Master Subscription Agreement Terms and Conditions, an Order Form, an Appendix, a Statement of Work and a Description of Service.

IN WITNESS WHEREOF, the Parties have executed this Master Subscription Agreement Terms and Conditions as of the Effective Date.

Vena Solutions UK Ltd. ("Vena")	**_____ ("Subscriber")**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
Address for Notice: **Curo House, Westonhall Road, Stoke Prior, Bromsgrove, UK B60 4AL**	Address for Notice:

Appendix A
MAINTENANCE AND SUPPORT AGREEMENT

This Maintenance and Support Agreement ("**Maintenance and Support Agreement**") applies to the Service only and is subject to the terms of the Master Subscription Agreement Terms and Conditions as agreed by and between the Parties, and shall be effective as of the Effective Date and continue for the duration of the Term.

1. **Defined Terms.** In this Maintenance and Support Agreement, the following definitions have the meanings set forth below. Any capitalized term used in this Maintenance and Support Agreement that is not defined herein shall have the meaning attributed to such term as set forth in the Terms:

   (a) "Help Desk Support" shall mean the Vena location which initially processes questions and issues raised by authorized Users or Subscriber Contact(s) regarding the availability or functionality of the Service.

   (b) "Subscriber Contact" shall mean the individual(s) authorized by Subscriber to be the primary interface with Vena regarding the Service, and Subscriber shall provide Vena with the necessary contact information for this individual.

2. **Help Desk Support.** Vena personnel will be available to help Subscriber Contact(s) by phone or email to answer questions regarding the use of the Service and to help identify, verify, and resolve problems with the Service. Telephone and email support are available Monday through Friday, 3:00 a.m. to 8:30 p.m., Eastern Time.

   Upon receipt of notice of an issue, Vena will assign a severity level according to the following criteria:

   - Severity A – severe: an issue that results in the Service being substantially non-functional or inoperative.
   - Severity B – medium: an issue that results in a decrease in the performance in any functionality of the Service, but does not prevent Subscriber from continuing to use the Service;
   - Severity C – minor: an issue that results in the Service operating or performing other than as described in the Documentation, but which does not have a material adverse effect on the performance of the Service.

Vena will use commercially reasonable efforts to correct reported errors or provide a work-around solution for each severity level subject to the following response times (all Eastern Time):

Severity A - within one (1) hour (during the business day) of being notified of a Severity A issue, Vena shall acknowledge its receipt of such notice to Subscriber. Vena will use commercially reasonable efforts during the business day to provide an acceptable workaround or resolution to the Severity A issue;

Severity B - within three (3) hours (during the business day) of being notified of a Severity B issue, Vena shall acknowledge its receipt of such notice to Subscriber, and Vena will use commercially reasonable efforts during the business day to provide an acceptable workaround or resolution to the Severity B issue;

Severity C – within two (2) business days of being notified of a Severity C issue, Vena shall acknowledge its receipt of such notice to Subscriber. Vena will prioritize the resolution of Severity C issues alongside other problems and feature requests.