



Loop Terms & Conditions 2026

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SOFTWARE AS A SERVICE (SAAS) SUBSCRIPTION TERMS & CONDITIONS

The Customer's attention is particularly drawn to the provisions of clause 15 (Limitation of liability) and to the disclaimer in clause 8 (Disclaimer & indemnity re uploading or use of Third Party Material). The Supplier's charges are subject to periodic increases under clauses 11.6 and 11.7, and the Customer may also be subject to additional charges under clause 4.

1. Interpretation

The following definitions and rules of interpretation apply in these Conditions.

1.1 Definitions:

API: means an Application Programming Interface between the LOOP Software and a third-party product;

API Fees: the fees payable by the Customer to the Supplier for the access and use of an API as envisaged in clause 5.6, calculated and payable in accordance with clause 11 and the LOOP Contract Summary.

Authorised Users: those employees, agents and independent contractors of the Customer who are authorised by the Customer to use the LOOP Software Services and the Documentation, as further described in clause 3.2(d).

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Change of Control: the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the general management of the company, and **controls, controlled** and the expression **change of control** shall be construed accordingly.

Commencement Date: has the meaning given in clause 2.2.

Conditions: these terms and conditions as amended from time to time in accordance with clause 19.

Contract: the contract between the Supplier and the Customer for the supply of LOOP Software Services, comprising the LOOP Contract Summary and these Conditions.

Confidential Information: information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 13.6 or clause 13.7.



Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical and organisational measures: as defined in the Data Protection Legislation.

Customer: the Customer identified in the LOOP Contract Summary receiving the benefit of the LOOP Software Services.

Customer Data: the data inputted by the Customer, Authorised Users, or the Supplier on the Customer's behalf for the purpose of using the LOOP Software Services or facilitating the Customer's use of the LOOP Software Services.

Data Protection Legislation: the UK Data Protection Legislation and any other applicable legislation relating to personal data 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); and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party.

Documentation: the document made available to the Customer by the Supplier online via <https://loop.org.uk/> or such other web address notified by the Supplier to the Customer from time to time which sets out a description of the LOOP Software Services and the user instructions for the LOOP Software Services.

Initial Subscription Term: the initial term of the Contract as set out in the LOOP Contract Summary.

Licence Subscription Fees: the licence subscription fees payable by the Customer to the Supplier for the User Subscriptions, calculated and payable in accordance with clause 11 and the LOOP Contract Summary.

Normal Business Hours: 9.00 am to 5.00 pm local UK time, each Business Day.

Onboarding Fee: the fees payable by the Customer to the Supplier for the initial onboarding of the Customer to receive the LOOP Software Services, calculated and payable in accordance with clause 11 and the LOOP Contract Summary.

Order: the Customer's order for LOOP Software Services as set out in the Customer's purchase order form, the Customer's written acceptance of a quotation by the Supplier, as the case may be.

Renewal Period: the period described in clause 16.1.

Subscription Term: has the meaning given in clause 16.1 (being the Initial Subscription Term together with any subsequent Renewal Periods).

Supplier: means Social Profit Calculator Limited, registered in England and Wales with company number 09947057 whose registered office is at 191 High Street West, Glossop, England, SK13 8EX.

Support Fees: the support fees payable by the Customer to the Supplier for the standard support in relation to the LOOP Software Services as envisaged



in clause 5.3, calculated and payable in accordance with clause 11 and the LOOP Contract Summary.

Support Software Services Policy: the Supplier's policy for providing support in relation to the LOOP Software Services as made available at <https://loop.org.uk> or such other website address as may be notified to the Customer from time to time.

LOOP Contract Summary: the Supplier's document issued to the Customer setting out (amongst other things) a specification of the LOOP Software Services, the Licence Subscription Fees, additional User Licence Subscription Fees, Support Fees, Training Fees, Onboarding Fee, excess data storage fees and Initial Subscription Term.

LOOP Software: the LOOP online software system provided by the Supplier as part of the LOOP Software Services for use to calculate and analyse social value of projects.

LOOP Software Services: the subscription LOOP Software services provided by the Supplier to the Customer under the Contract via <https://loop.org.uk> or any other website notified to the Customer by the Supplier from time to time, as more particularly described in the Documentation.

Training Fees: the fees payable by the Customer to the Supplier for the initial training envisaged in clause 5.4, calculated and payable in accordance with clause 11 and the LOOP Contract Summary.

UK Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK, including the General Data Protection Regulation ((EU) 2016/679) as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018, the Data Protection Act 2018 and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

User Subscriptions: the user subscriptions purchased by the Customer pursuant to clause 11.1 which entitle Authorised Users to access and use the LOOP Software Services and the Documentation in accordance with the Contract.

Virus: any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

1.2 Interpretation



- (a) Clause headings shall not affect the interpretation of these Conditions.
- (b) A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality). A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- (c) Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular, and a reference to one gender shall include a reference to the other genders.
- (d) A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
- (e) Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- (f) A reference to **writing** or **written** includes email but not fax.

2. Basis of contract

- 2.1 The Customer's Order (if any) constitutes an offer by the Customer to purchase LOOP Software Services in accordance with these Conditions.
- 2.2 The Customer's Order shall only be deemed to be accepted when the Supplier issues the LOOP Contract Summary, at which point and on which date the Contract shall come into existence (**Commencement Date**).
- 2.3 Any samples, drawings, descriptive matter or advertising issued by the Supplier, and any descriptions or illustrations contained in the Supplier's catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the LOOP Software Services described in them. They shall not form part of the Contract or have any contractual force.
- 2.4 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.5 Any quotation or cost/price proposal given by the Supplier shall not constitute an offer, and (unless provided otherwise in such proposal or quotation) is only valid for a period of 30 days from its date of issue.



3. User subscriptions for the Service

3.1 Subject to the Customer purchasing the User Subscriptions in accordance with clause 4.3 and clause 11.1, the restrictions set out in this clause 3 and the other terms and conditions of the Contract, the Supplier hereby grants to the Customer a non-exclusive, non-transferable right, without the right to grant sublicences, to permit the Authorised Users to use the LOOP Software Services and the Documentation during the Subscription Term solely for the Customer's internal business operations.

3.2 In relation to the Authorised Users, the Customer undertakes that:

- (a) the maximum number of Authorised Users that it authorises to access and use the LOOP Software Services and the Documentation shall not exceed the number of User Subscriptions it has purchased from time to time;
- (b) it will not allow or suffer any User Subscription to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the LOOP Software Services and/or Documentation;
- (c) each Authorised User shall keep a secure password for their use of the LOOP Software Services and Documentation, and that each Authorised User shall keep their password confidential;
- (d) it shall maintain a written, up to date list of current Authorised Users and provide such list to the Supplier within 5 Business Days of the Supplier's written request at any time or times;
- (e) it shall permit the Supplier or the Supplier's designated auditor to audit user access and usage records. Authorised User and the Customer's data processing facilities to audit compliance with the Contract. Each such audit may be conducted no more than once per quarter, at the Supplier's expense, and this right shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with the Customer's normal conduct of business;
- (f) if any of the audits referred to in clause 3.2(e) reveal that any password has been provided to any individual who is not an Authorised User, then without prejudice to the Supplier's other rights, the Customer shall promptly disable such passwords and the Supplier shall not issue any new passwords to any such individual; and
- (g) if any of the audits referred to in clause 3.2(e) reveal that the Customer has underpaid Licence Subscription Fees to the Supplier, then without prejudice to the Supplier's other rights, the Customer shall pay to the Supplier an amount equal to such underpayment as



calculated in accordance with the prices set out in the LOOP Contract Summary within 10 Business Days of the date of the relevant audit.

- 3.3 The Customer shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the LOOP Software Services that:
- (a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 - (b) facilitates illegal activity;
 - (c) depicts sexually explicit images;
 - (d) promotes unlawful violence;
 - (e) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
 - (f) is otherwise illegal or causes damage or injury to any person or property;

and the Supplier reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's access to any material that breaches the provisions of this clause.

- 3.4 The Customer shall not:
- (a) except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under the Contract:
 - (i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the LOOP Software and/or Documentation (as applicable) in any form or media or by any means; or
 - (ii) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the LOOP Software; or
 - (b) access all or any part of the LOOP Software Services and Documentation in order to build a product or service which competes with the LOOP Software Services and/or the Documentation; or
 - (c) use the LOOP Software Services and/or Documentation to provide services to third parties; or
 - (d) subject to clause 24.1, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the LOOP Software Services and/or Documentation available to any third party except the Authorised Users, or



- (e) attempt to obtain, or assist third parties in obtaining, access to the LOOP Software Services and/or Documentation, other than as provided under this clause 3; or
 - (f) introduce, or permit the introduction of, any Virus into the Supplier's network and information systems.
- 3.5 The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the LOOP Software Services and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify the Supplier.
- 3.6 The rights provided under this clause 3 are granted to the Customer only, and shall not be considered granted to any subsidiary or holding company of the Customer.
- 4. Additional user subscriptions**
- 4.1 Subject to clause 4.2 and clause 4.3, the Customer may, from time to time during any Subscription Term, purchase additional User Subscriptions in excess of the number set out in the LOOP Contract Summary and the Supplier shall grant access to the LOOP Software Services and the Documentation to such additional Authorised Users in accordance with the provisions of the Contract.
- 4.2 If the Customer wishes to purchase additional User Subscriptions, the Customer shall notify the Supplier in writing. The Supplier shall evaluate such request for additional User Subscriptions and respond to the Customer with approval or rejection of the request (such approval not to be unreasonably withheld). Where the Supplier approves the request, the Supplier shall activate the additional User Subscriptions as soon as reasonably practicable, and in any event within 5 Business Days of its approval of the Customer's request.
- 4.3 If the Supplier approves the Customer's request to purchase additional User Subscriptions, the Customer shall, within 30 days of the date of the Supplier's invoice, pay to the Supplier the relevant fees for such additional User Subscriptions as set out in the LOOP Contract Summary and, if such additional User Subscriptions are purchased by the Customer part way through the Initial Subscription Term or any Renewal Period (as applicable), such fees shall be pro-rated from the date of activation by the Supplier for the remainder of the Initial Subscription Term or then current Renewal Period (as applicable).



5. LOOP Software Services, Support & Training

- 5.1 The Supplier shall, during the Subscription Term, provide the LOOP Software Services and make available the Documentation to the Customer on and subject to the terms of the Contract.
- 5.2 The Supplier shall use commercially reasonable endeavours to make the LOOP Software Services available 24 hours a day, seven days a week, except for:
- (a) planned maintenance carried out outside Normal Business Hours; and
 - (b) unscheduled emergency maintenance performed during Normal Business Hours, in which event the Supplier shall use reasonable endeavours to give the Customer notice in advance of at least 1 Normal Business Hour.
- 5.3 The Supplier will, as part of the LOOP Software Services and in consideration of the Support Fees, provide the Customer with the Supplier's standard customer support services during Normal Business Hours in accordance with the Supplier's Support Software Services Policy in effect at the time that the LOOP Software Services are provided. The Supplier may amend the Support Software Services Policy in its sole and absolute discretion from time to time. The Customer may purchase enhanced support services separately at the Supplier's then current rates.
- 5.4 The Supplier will, as part of the LOOP Software Services and in consideration of the Training Fees, provide the Customer's representatives during Normal Business Hours with initial remote training described in the LOOP Contract Summary on the effective use of the LOOP Software. The Customer may purchase further or enhanced training services separately at the Supplier's then current rates.
- 5.5 The Supplier may by agreement with the Customer also provide consultancy advice on developing social value strategy, analysis of Customer social value data and related matters. Any such ancillary consultancy advice and related services shall be supplied outside the scope of the Contract, subject to separate consultancy contract terms and conditions which will be provided by the Supplier to the Customer.
- 5.6 The Supplier may by agreement with the Customer and in consideration of the API Fees provide the Customer with access to use an API as part of the LOOP **Software Services, including additional features and functionality described in the Documentation.** Any such API and related services shall be subject to the applicable terms and conditions set out in the Contract.
- 5.7 The Supplier reserves the right to add, delete, and amend features of the LOOP Software Services without notice from time to time (including turning



off or limiting APIs). In relation to any APIs that the Supplier changes or discontinues, the Supplier will use commercially reasonable efforts to continue supporting the previous version of any API changed or discontinued for 12 months after the change or discontinuation, except where: (a) this would pose a security or intellectual property issue or risk; or (b) this would be economically or technically burdensome; or (c) the change or discontinuation is needed to comply with Applicable Laws.

6. Customer data

- 6.1 The Customer shall own all right, title and interest in and to all of the Customer Data that is not personal data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Customer Data.
- 6.2 The Supplier shall follow its archiving procedures for Customer Data in accordance with its current back-up procedures, as may be amended by the Supplier in its sole discretion from time to time. In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy against the Supplier shall be for the Supplier to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by the Supplier. The Supplier shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party (except those third parties sub-contracted by the Supplier to perform services related to Customer Data maintenance and back-up for which it shall remain fully liable under clause 6.9).
- 6.3 The Supplier shall, in providing the LOOP Software Services, comply with its Privacy Policy relating to the privacy and security of the Customer Data available at <https://loop.org.uk> or such other website address as may be notified to the Customer from time to time, as such document may be amended from time to time by the Supplier in its sole discretion.
- 6.4 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 6 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
- 6.5 The parties acknowledge that:
 - (a) in providing the Software Service, the Supplier requires minimal personal data of nominated individuals of the Customer, to be set up as administrator roles. For this personal data, the Supplier acts as an independent controller for the purposes of the Data Protection Legislation.
 - (b) if the Supplier processes any further personal data on the Customer's behalf when performing its obligations under the Contract, e.g.,



should an administrator add further Customer personal data to the Software Service in roles other than Administrator, the Customer is the controller and the Supplier is the processor for this personal data, for the purposes of the Data Protection Legislation.

- (c) data processing under the Software Service is undertaken on servers located in the United Kingdom, with backup data being processed in Ireland.
- 6.6 Where the Customer and / or Authorised Users are located outside the UK, access by the Customer and / or Authorised Users to the Software Service, may constitute a transfer of personal data outside the UK for the purposes of Data Protection Legislation and this would be considered a necessary transfer for the purpose of fulfilling this contract. The Customer's personal data would remain being processed on servers as indicated in 6.5(c). Without prejudice to the generality of clause 6.4, the Customer will ensure that it has the appropriate lawful basis to enable the transfer of the personal data to the Supplier for the duration and purposes of the Contract so that the Supplier may lawfully use, process and transfer the personal data in accordance with the Contract on the Customer's behalf.
- 6.7 Without prejudice to the generality of clause 6.4, the Supplier shall, in relation to any personal data processed in connection with the performance by the Supplier of its obligations under the Contract:
- (a) process that personal data in accordance with the Data Protection Addendum under Schedule 1 unless the Supplier is required by Domestic UK Law (where **Domestic UK Law** means the UK Data Protection Legislation and any other law that applies in the UK) to process personal data (**Applicable Laws**). Where the Supplier is relying on Applicable Laws as the basis for processing personal data, the Supplier shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Supplier from so notifying the Customer;
 - (b) not transfer any personal data outside of the United Kingdom unless the following conditions are fulfilled:
 - (i) the Customer or the Supplier has provided appropriate safeguards in relation to the transfer;
 - (ii) the data subject has enforceable rights and effective legal remedies;
 - (iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and



- (iv) the Supplier complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the personal data;
 - (c) assist the Customer, at the Customer's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - (d) notify the Customer as and when required by the Data Protection Legislation, without undue delay on becoming aware of a personal data breach;
 - (e) at the written direction of the Customer, delete or return personal data and copies thereof to the Customer on termination of the Contract unless required by Applicable Law to store the personal data (and for these purposes the term "delete" shall mean to put such data beyond use); and
 - (f) maintain complete and accurate records and information to demonstrate its compliance with this clause 6 and immediately inform the Company if, in the opinion of the Supplier, an instruction infringes the Data Protection Legislation.
- 6.8 Each party shall ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the other party, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, 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).
- 6.9 The Customer consents to the Supplier appointing relevant third-party processors of personal data from time to time under the Contract, where appropriate. The Supplier confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement incorporating terms which are substantially similar to those set out in this clause 6 and in either case which the Supplier confirms reflect and will continue to reflect the requirements of the Data Protection Legislation. As between the Customer and the Supplier, the Supplier shall remain fully liable



for all acts or omissions of any third-party processor appointed by it pursuant to this clause 6.

6.10 If you make use of an API as part of the **LOOP Software Services**, this allows the transfer of data (which may include personal data) to and from the **LOOP Software and a third-party product**, and in making use of the API you authorise the Supplier to share the relevant data through the API and where relevant, receive data from the API for input and use in the LOOP Software Services. The Supplier is not liable or responsible for the quality or accuracy of data shared via the API, nor for what happens to the data once sent outbound via the API (the **Transferred API Data**). For the avoidance of doubt, the Transferred API Data will be governed by the contract held between the Customer and the relevant third-party concerned.

6.11 Either party may, at any time on not less than 30 days' notice, revise this clause 6 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to the Contract).

7. Disclaimer re third party data, content, products and services

7.1 The Customer acknowledges that the LOOP Software Services may enable or assist it to access data and content created or maintained by third parties, and that it does so solely at its own risk. The Supplier makes no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to such data or content or for any use or reliance on such data or content by the Customer.

7.2 The Customer also acknowledges that the LOOP Software Services may enable or assist it to access and correspond with and purchase products and services from third parties (including via third-party websites) and that it does so solely at its own risk. The Supplier makes no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to such correspondence with any such third party or third-party website, or for any transactions completed or contracts entered into by the Customer with any such third party. Any contract entered into and any transaction completed via any third-party website is between the Customer and the relevant third party, and not with the Supplier. The Supplier recommends that the Customer refers to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. The Supplier does not endorse or approve any third-party website nor the content of any of the third-party website made available via the LOOP Software Services.

8. Disclaimer & indemnity re uploading or use of Third Party Material

The Customer:



- (a) acknowledges that the LOOP Software and the LOOP Software Services may enable or permit access, uploading or use of documentation, metrics, data or other materials created, owned or maintained by third parties (**Third Party Material**), and that any such access, uploading or use by the Customer is at its own risk and expense, and the Customer also acknowledges that the Supplier makes no representation or commitment and shall have no liability or obligation whatsoever in relation to such Third Party Material or any use of or any reliance on such Third Party Material by the Customer;
- (b) acknowledges that access, uploading or use of any Third Party Material with the LOOP Software and/or the LOOP Software Services without the consent of relevant third party rights owners (by means of an appropriate user licence) could result in infringement by the Customer of the rights (including copyright and other Intellectual Property Rights) of those third party rights owners, is expressly prohibited by the Supplier, and is undertaken at the Customer's sole risk; and
- (c) warrants to the Supplier that its use (and the use by its agents, subcontractors or consultants) of the LOOP Software and/or the LOOP Software Services shall not infringe the rights, including Intellectual Property Rights, of third parties, and the Customer shall indemnify the Supplier and its agents, subcontractors or consultants in full against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) arising out of or in connection with any claim brought against the Supplier, its agents, subcontractors or consultants for actual or alleged infringement of any third party's rights (including copyright and other Intellectual Property Rights) arising out of, or in connection with, the use by the Customer (or the use by its agents, subcontractors or consultants) of the LOOP Software and/or the LOOP Software Services.

9. Supplier's obligations

- 9.1 The Supplier undertakes that the LOOP Software Services will be performed substantially in accordance with the Documentation and with reasonable skill and care.
- 9.2 The undertaking at clause 9.1 shall not apply to the extent of any non-conformance which is caused by use of the LOOP Software Services contrary to the Supplier's instructions, or modification or alteration of the LOOP Software Services by any party other than the Supplier or the Supplier's duly authorised contractors or agents. If the LOOP Software Services do not conform with the foregoing undertaking, Supplier will, at its expense, use all



reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 9.1. Notwithstanding the foregoing, the Supplier:

- (a) does not warrant that the Customer's use of the LOOP Software Services will be uninterrupted or error-free; or that the LOOP Software Services, Documentation and/or the information obtained by the Customer through the LOOP Software Services will meet the Customer's requirements; and
 - (b) is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the LOOP Software Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 9.3 The Contract shall not prevent the Supplier from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under the Contract.
- 9.4 The Supplier warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under the Contract.
- 10. Customer's obligations**

The Customer shall:

- (a) ensure that the terms of its Order are complete and accurate;
- (b) provide the Supplier with:
 - (i) all necessary co-operation in relation to the Contract; and
 - (ii) all necessary access to such information as may be required by the Supplier;in order to provide the LOOP Software Services, including but not limited to Customer Data, security access information and configuration services;
- (c) without affecting its other obligations under the Contract, comply with all applicable laws and regulations with respect to its activities under the Contract;
- (d) carry out all other Customer responsibilities set out in the Contract in a timely and efficient manner. In the event of any delays in the



Customer's provision of such assistance as agreed by the parties, the Supplier may adjust any agreed timetable or delivery schedule as reasonably necessary;

- (e) ensure that the Authorised Users use the LOOP Software Services and the Documentation in accordance with the terms and conditions of the Contract and shall be responsible for any Authorised User's breach of the Contract;
- (f) obtain and shall maintain all necessary licences, consents, and permissions necessary for the Supplier, its contractors and agents to perform their obligations under the Contract, including without limitation the LOOP Software Services;
- (g) ensure that its network and systems comply with the relevant specifications provided by the Supplier from time to time; and
- (h) be, to the extent permitted by law and except as otherwise expressly provided in the Contract, solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to the Supplier's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

11. Charges and payment

11.1 The Customer shall pay to the Supplier in accordance with this clause 11 and the LOOP Contract Summary:

- (a) the Licence Subscription Fees for the User Subscriptions;
- (b) n/a
- (c) the Training Fees;
- (d) the Onboarding Fee;
- (e) the API Fees (if applicable); and
- (f) n/a.

11.2 The Customer shall on or prior to the **Commencement** date provide to the Supplier valid, up-to-date and complete purchase Order information acceptable to the Supplier and any other relevant valid, up-to-date and complete contact and billing details. The Supplier shall invoice the Customer:

- (a) on the Commencement Date for the Licence Subscription Fees payable in respect of the Initial Subscription Term; and
- (b) on the Commencement Date for the Onboarding Fee and the Training Fee; and



- (c) on or around the Commencement Date and each anniversary thereof for the Support Fees payable annually in advance.
 - (d) subject to clause 16.1, on or around the commencement of each Renewal Period for the Licence Subscription Fees payable in respect of that Renewal Period; and
 - (e) on or around the date on which access to the API is provided to the Customer (and each anniversary thereof) for the associated API Fees payable annually in advance;
- and the Customer shall pay each invoice within 28 days after the date of each invoice.
- 11.3 If the Supplier has not received payment of an amount from the Customer by the relevant due date, then without prejudice to any other rights and remedies of the Supplier:
- (a) the Supplier may, without liability to the Customer, disable the Customer's password, account and access to all or part of the LOOP Software Services and the Supplier shall be under no obligation to provide any or all of the LOOP Software Services while the invoice(s) concerned remain unpaid; and
 - (b) interest shall accrue on a daily basis on such due amounts at an annual rate equal to 3% over the then current base lending rate of the Supplier's bankers in the UK from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.
- 11.4 All amounts and fees stated or referred to in the Contract:
- (a) shall be payable in pounds sterling;
 - (b) are, subject to clause 15.3(b), non-cancellable and non-refundable;
 - (c) are exclusive of value added tax, which shall be added to the Supplier's invoice(s) at the appropriate rate.
- 11.5 n/a
- 11.6 The Licence Subscription Fees shall be increased automatically on each anniversary of the **Commencement Date (during both the Initial Subscription Term and each subsequent Renewal Period) by an amount equal to the relevant increase (expressed as a percentage) of the Consumer Prices Index over the preceding 12 calendar months (the CPI Annual Increase)**. The amount of the CPI Annual Increase and the revised Licence Subscription Fees payable following each such anniversary shall be notified by the Supplier to the Customer, and the LOOP Contract Summary shall be deemed to have been amended accordingly.



- 11.7 The supplier shall In addition to its rights under clause 11.6 above be entitled to increase the Licence Subscription Fees, the Support Fees, Training Fees, API Fees, the fees payable in respect of the additional User Subscriptions purchased pursuant to clause 4.3 and/or the excess storage fees payable pursuant to clause 11.5 at the start of each Renewal Period upon prior notice to the Customer and the LOOP Contract Summary shall be deemed to have been amended accordingly.

12. Proprietary rights

- 12.1 The Customer acknowledges and agrees that the Supplier and/or its licensors own all intellectual property rights in the LOOP Software Services and the Documentation. Except as expressly stated herein, the Contract does not grant the Customer any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the LOOP Software Services or the Documentation.
- 12.2 The Supplier confirms that it has all the rights in relation to the LOOP Software Services and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of the Contract.

13. Confidentiality

- 13.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under the Contract. A party's Confidential Information shall not be deemed to include information that:
- (a) is or becomes publicly known other than through any act or omission of the receiving party;
 - (b) was in the other party's lawful possession before the disclosure;
 - (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or
 - (d) is independently developed by the receiving party, which independent development can be shown by written evidence.
- 13.2 Subject to clause 13.4, each party shall hold the other's Confidential Information in confidence and not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of the Contract.
- 13.3 Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of the Contract.



- 13.4 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 13.4, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.
- 13.5 Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.
- 13.6 The Customer acknowledges that details of the LOOP Software Services, and the results of any performance tests of the LOOP Software Services, constitute the Supplier's Confidential Information.
- 13.7 The Supplier acknowledges that the Customer Data is the Confidential Information of the Customer.
- 13.8 No party shall make, or permit any person to make, any public announcement concerning the Contract without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.
- 13.9 The above provisions of this clause 13 shall survive termination of the Contract, however arising.

14. Indemnity

- 14.1 The Customer shall defend, indemnify and hold harmless the Supplier against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Customer's use of the LOOP Software Services and/or Documentation, provided that:
- (a) the Customer is given prompt notice of any such claim;
 - (b) the Supplier provides reasonable co-operation to the Customer in the defence and settlement of such claim, at the Customer's expense; and
 - (c) the Customer is given sole authority to defend or settle the claim.
- 14.2 The Supplier shall defend the Customer, its officers, directors and employees against any claim that the Customer's use of the LOOP Software Services or Documentation in accordance with the Contract infringes any United



Kingdom patent effective as of the Commencement Date, copyright, trade mark, database right or right of confidentiality, and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims, provided that:

- (a) the Supplier is given prompt notice of any such claim;
 - (b) the Customer provides reasonable co-operation to the Supplier in the defence and settlement of such claim, at the Supplier's expense; and
 - (c) the Supplier is given sole authority to defend or settle the claim.
- 14.3 In the defence or settlement of any claim, the Supplier may procure the right for the Customer to continue using the LOOP Software Services, replace or modify the LOOP Software Services so that they become non-infringing or, if such remedies are not reasonably available, terminate the Contract on 2 Business Days' notice to the Customer without any additional liability or obligation to pay liquidated damages or other additional costs to the Customer.
- 14.4 In no event shall the Supplier, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on:
- (a) a modification of the LOOP Software Services or Documentation by anyone other than the Supplier; or
 - (b) the Customer's use of the LOOP Software Services or Documentation in a manner contrary to the instructions given to the Customer by the Supplier; or
 - (c) the Customer's use of the LOOP Software Services or Documentation after notice of the alleged or actual infringement from the Supplier or any appropriate authority.
- 14.5 The foregoing and clause 15.3(b) state the Customer's sole and exclusive rights and remedies, and the Supplier's (including the Supplier's employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.

15. Limitation of liability

- 15.1 Except as expressly and specifically provided in the Contract:
- (a) the Customer assumes sole responsibility for results obtained from the use of the LOOP Software Services and the Documentation by the Customer, and for conclusions drawn from such use. The Supplier shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to the Supplier by the Customer in connection with the LOOP Software Services, or any actions taken by the Supplier at the Customer's direction;



- (b) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from the Contract; and
- (c) the LOOP Software Services and the Documentation are provided to the Customer on an "as is" basis.

15.2 Nothing in the Contract excludes the liability of the Supplier:

- (a) for death or personal injury caused by the Supplier's negligence; or
- (b) for fraud or fraudulent misrepresentation.

15.3 Subject to clause 15.1 and clause 15.2:

- (a) the Supplier shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under the Contract; and
- (b) the Supplier's total aggregate liability in contract (including in respect of the indemnity at clause 14.2), tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the total Licence Subscription Fees paid for the User Subscriptions during the 12 months immediately preceding the date on which the claim arose (or where less than 12 months has elapsed during the Subscription Term, limited to the total Licence Subscription Fees paid during the full period of the Subscription Term preceding the date on which the claim arose).

16. Term and termination

16.1 The Contract shall, unless otherwise terminated as provided in this clause 16, commence on the Commencement Date and shall continue for the Initial Subscription Term and, thereafter, shall be automatically renewed for successive periods of 12 months (each a **Renewal Period**), unless:

- (a) either party notifies the other party of termination, in writing, at least 90 days before the end of the Initial Subscription Term or any Renewal Period, in which case the Contract shall terminate upon the expiry of the applicable Initial Subscription Term or Renewal Period; or
- (b) otherwise terminated in accordance with the provisions of the Contract;

and the Initial Subscription Term together with any subsequent Renewal Periods shall constitute the **Subscription Term**.



16.2 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

- (a) the other party fails to pay any amount due under the Contract on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment;
- (b) the other party commits a material breach of any other term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
- (c) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
- (d) the other party applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;
- (e) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (f) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (g) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party (being a company, partnership or limited liability partnership);
- (h) the holder of a qualifying floating charge over the assets of that other party (being a company, partnership or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;
- (i) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- (j) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part



of the other party's assets and such attachment or process is not discharged within 14 days;

- (k) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 16.2(c) to clause 16.2(j) (inclusive); or
- (l) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
- (m) the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.

16.3 On termination of the Contract for any reason:

- (a) all licences granted under the Contract shall immediately terminate and the Customer shall immediately cease all use of the LOOP Software Services and/or the Documentation;
- (b) each party shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party;
- (c) the Supplier may destroy or otherwise dispose of any of the Customer Data in its possession in accordance with clause 6.7(e), unless the Supplier receives, no later than ten days after the effective date of the termination of the Contract, a written request for the delivery to the Customer of the then most recent back-up of the Customer Data. The Supplier shall use reasonable commercial endeavours to deliver the back-up to the Customer within 30 days of its receipt of such a written request, provided that the Customer has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). The Customer shall pay all reasonable expenses incurred by the Supplier in returning or disposing of Customer Data; and
- (d) any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination shall not be affected or prejudiced.

17. Force majeure

The Supplier shall have no liability to the Customer under the Contract if it is prevented from or delayed in performing its obligations under the 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 the Supplier or any other party), failure of a utility service or transport or telecommunications



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, provided that the Customer is notified of such an event and its expected duration.

18. Conflict

If there is an inconsistency between any of the provisions in these Conditions and the LOOP Contract Summary , the provisions in the LOOP Contract Summary shall prevail.

19. Variation

No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

20. Waiver

No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

21. Rights and remedies

Except as expressly provided in the Contract, the rights and remedies provided under the Contract are in addition to, and not exclusive of, any rights or remedies provided by law.

22. Severance

22.1 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract.

22.2 If any provision or part-provision of the Contract is deemed deleted under clause 22.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

23. Entire agreement

23.1 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.



23.2 Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract.

23.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

23.4 Nothing in this clause shall limit or exclude any liability for fraud.

24. Assignment

24.1 The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.

24.2 The Supplier 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 the Contract.

25. No partnership or agency

Nothing in the Contract is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the 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).

26. Third party rights

The Contract does not confer any rights on any person or party (other than the parties to the Contract and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

27. Notices

27.1 Any notice required to be given under the 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 set out in LOOP Contract Summary, or such other address as may have been notified by that party for such purposes.

27.2 A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9 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.

28. Governing law

The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

29. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).



Schedule 1 – Data Protection Addendum

This Data Processing Addendum (herein 'DPA') supplements this Contract for processing Customer's personal data using the Software Service under this Contract. This DPA is meant to supplement, and support compliance with the requirements of Data Protection Legislation in particular, UK GDPR Art. 28.3(a), and the requirement for documented instructions for data processing. This DPA forms part of the Contract between the Customer, and the Supplier.

1 Terms of this DPA

- 1.1 This DPA supplements the Contract for the provision of the Contract and makes legally binding provisions for compliance with Data Protection Legislation as set forth in this DPA. As per the requirements of relevant Data Protection Legislation, all processing of personal data by a processor on behalf of a controller, shall be governed by a 'contract'. The terms, obligations and rights set forth in this DPA relate directly to the data processing activities and conditions laid out in Data Processing below.
- 1.2 The terms used in this agreement have the meanings as set out in the 'definitions' part of the Contract.

2 Data Processing

2.1 Scope of this DPA:

- a) This DPA only applies to personal data processing relating to the Contract and the provision of the Software Service.

2.2 Detail of the Data Processing:

- a) Subject matter.
 - The subject matter of the data processing under this DPA is the Customer's personal data required to provide the Contract and the provision of the Software Service.
- b) Duration.
 - The duration of the data processing under this DPA is determined by the Contract and for the avoidance of doubt:
 - a. the retention period of the Customer personal data added by Administrator roles whilst the Contract is in force, is controlled by the Administrator(s).
 - b. the processing of Administrator roles personal data, and all Customer personal data added by Administrators, ceases at the point of termination of the Contract, unless the Supplier is required by Domestic UK Law (where **Domestic UK Law** means the UK Data Protection Legislation and any other law that applies in the UK) to process personal data (**Applicable Laws**). Where the Supplier is relying on Applicable Laws as the basis for processing personal data, the Supplier shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Supplier from so notifying the Customer.



- c) Purpose.
 - The purpose of the data processing under this DPA is for the provision of the Contract and the Software Service.
- d) Nature of the processing.
 - The processing of Customer's personal data required to provide the Contract.
- e) Type of Customer Data.
 - Customer's personal data processed on the service provided under the Contract may include, but not be limited to, name, contact information, email, etc.
- f) Categories of data subjects.
 - The data subjects include the Customer's staff and other authorised persons, duly authorised by the Customer.
- g) Location of Data Processing.
 - Data processing under the Software Service is undertaken on servers located in the United Kingdom, with backup data being processed in Ireland.

3 Confidentiality of Customer's personal data

- 3.1 The Supplier will not access, use, or disclose, any Customer's personal data, other than in the performance of the Contract, to any third party, except, as necessary to comply with obligations under domestic law, a formally documented request of a government agency, or an order of the court. Where permitted to do so under such obligations and / or requests, the Supplier will make reasonable endeavours to notify the Customer and Customer's staff and authorised persons of such a request.
- 3.2 The Customer will notify the Supplier without undue delay, of any data breach, information leak, or identified risk on their part, which may affect or have consequence on, the processing of personal under the Contract and the provision of the Software Service.
- 3.3 In the event of a data breach, the Supplier will act as required under the Data Protection Legislation, and in accordance with the Supplier's organisational and technical measures and notify any relevant parties should the nature and risk of any data breach require notification as required under Data Protection Legislation.

4 Termination

- 4.1 This DPA terminates when the Contract terminates.





Hull, East Riding of Yorkshire
HU1 2HU

loop.org.uk