

MASTER TERMS AND CONDITIONS

Synalogik is a provider of a SaaS-based automated workflow and graph-based data analysis solution (**Scout**). Scout enables Client to undertake searches against databases (**Client Searches**) and obtain a report of the results (**Search Results**). Scout has the functionality to connect data feeds (**Data Feeds**) for Client Searches from a number of sources, including Client's internal databases, direct data suppliers (**Client Suppliers**) and Synalogik data hub suppliers (**Data Hub Suppliers**) (together, **Data Suppliers**). Synalogik also provides consultancy and training related to Scout. Client wishes to use the services as set out in each order submitted by Client and accepted by Synalogik (each a **Party** and together the **Parties**). If Client wishes to order services from Synalogik, it shall submit an *Order Form* to Synalogik (**Order Form**) as instructed by Synalogik, which, when accepted by Synalogik, shall be an order for services (**Order**). Synalogik may accept or reject an *Order Form* for any reason or no reason. Synalogik has no obligation to provide any services on a rejected *Order*. All services provided by Synalogik to Client are subject to the terms and conditions set out in the master services agreement that arises upon acceptance by Synalogik of the first Order, comprising these terms and conditions and all Order Forms (**MSA**), including any linked terms and conditions for Data Feeds.

1. RELATIONSHIP MANAGEMENT

- 1.1 Synalogik shall allocate an account manager to Client (**Account Manager**). Client shall allocate a representative with whom the Account Manager should deal (**Client Representative**) and who shall be authorised to provide information and take decisions in connection with any services under this MSA.
- 1.2 Synalogik shall make the Account Manager available at least once per quarter to Client Representative to ensure each Party can take regular feedback and discuss any matters arising.

2. ORDERING SERVICES UNDER THIS MSA

- 2.1 Each Order Form once accepted by Synalogik shall become part of this MSA. The terms and conditions of this MSA shall unless expressly stated otherwise prevail over any conflicting terms and conditions in an Order Form.
- 2.2 For each Order: (a) Synalogik shall make available and/or deliver the services set out in Order Form (**Services**); and (b) each Party shall comply with their respective obligations under this MSA in connection with those Services.
- 2.3 In relation to the delivery and receipt of the Services, each Party shall also comply with all applicable law and regulations (**Applicable Law**).
- 2.4 Other persons in Client's group of companies (**Affiliates**) may request to enter into orders for Services directly with Synalogik by entering into an *Affiliate Order Form* (available from Synalogik). Each Affiliate that wishes to access Scout must be approved by Synalogik. All invoicing shall be directly between Synalogik and such Affiliate and Affiliate shall be directly responsible to Synalogik for compliance with the MSA. As the context requires, references to Client in the MSA shall be to the Affiliate. Synalogik may suspend access and services to any Affiliate not complying with the MSA.

3. CHARGES AND PAYMENT

- 3.1 Scout is a SaaS-based product with an annual subscription fee (**Subscription Fee**), payable either monthly or annually in advance; all Subscription Fees are non-refundable.
- 3.2 The charges for Scout and Data Feeds (and any other Services) (**Charges**) are set out in Order Forms.
- 3.3 Charges for Data Feeds (**Data Feed Charges**) are affected by the data/pricing models of Data Suppliers. Data Feed Charges are based on the volume/nature of Client Searches (**Data Usage**). Depending on the Data Feed, the Data Feed Charges may be invoiced in arrears or may involve an advanced purchase of activities to apply when conducting Client Searches (**Activities**). Activities are non-refundable and may be subject to a validity period (**Validity Period**). The Validity Period, if applicable, is set out in Order Form. All unused Activities at the end of the Validity Period expire.
- 3.4 All Charges are exclusive of VAT, which shall be added to Synalogik's invoices at the appropriate rate.
- 3.5 Synalogik shall invoice for the Data Feed Charges as set

out in Order Forms and provide such Activities/Data Usage information as it considers reasonable to support the invoice.

- 3.6 Client shall pay each invoice in the invoiced currency within 30 days of the invoice date. If any withholding is required under Client's local law, Client shall gross up the payment accordingly.
- 3.7 Client shall pay the Charges by bank transfer using the payment details in the invoice without set off or deduction.
- 3.8 If Synalogik has not received payment within 30 days, and without prejudice to any other rights and remedies of Synalogik: (a) Synalogik may suspend access to Scout (but shall recommence access at no further cost when the invoice has been paid); and (b) interest shall accrue on a daily basis on such due amounts at an annual rate equal to 4% over the then current base lending rate of the Bank of England from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.
- 3.9 Synalogik may increase the Charges by notice to Client to: (a) implement a Data Supplier's increase their charges to Synalogik or change in their data/pricing model; or (b) implement a change to Applicable Law or related binding guidance.
- 3.10 Without prejudice to any other rights and remedies of Synalogik, Synalogik may at any time set off any liability of Client to Synalogik against any liability of Synalogik to Client, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the MSA.
- 3.11 Where Synalogik permits Client to access Scout for a trial period as set out in Order Form (**Trial**), the Subscription Fee for the Trial shall be £1, sufficiency and receipt of which are hereby acknowledged.

4. PROVISIONING AND ACCESS TO SCOUT

- 4.1 Subject to payment by Client of the Subscription Fee, Synalogik shall make Scout available to Client for the period of time set out in Order Form (**Subscription Term**) solely for use by Client and its authorised users (**Client Users**) for the permitted use stated in the Due Diligence Questionnaire (**Permitted Use**).
- 4.2 Synalogik shall expressly state any dependencies in Order Form (**Dependencies**), for example any technical requirements to use Scout such as operating systems and/or browser/firewall settings.
- 4.3 Solely to the extent necessary to enable Synalogik to provide the Services, Client shall provide or procure for Synalogik: (a) reasonable and timely access to systems-based Dependencies; (b) timely instructions and assistance for decision or information-based Dependencies; and (c) assistance from Client Suppliers (e.g. access to API/integration information and connections).
- 4.4 Synalogik shall set up Client account on Scout (**Account**) and make available to Client the administration login credentials for Scout (**Admin Credentials**) necessary for Client to access and use Scout for the Subscription

- Term. Each user with Admin Credentials must be set up by Synalogik and (unless otherwise agreed by Synalogik) be an employee of Client.
- 4.5 Client may use Admin Credentials to set up user credentials (**User Credentials**) for Client Users.
 - 4.6 Client shall only provide User Credentials to individuals who are permitted by Client to use Scout.
 - 4.7 Client shall: (a) keep User Credentials secret and secure; (b) use Scout only as intended pursuant to its official documentation (**Documentation**); (c) comply with the *Acceptable Use Policy* published by Synalogik; (d) not conduct any systematic or automated data scraping, data mining, data extraction or data harvesting, or other data collection activity, whether or not systematic or automated in breach of any Applicable Law or terms and conditions; (e) not use Scout in any way that will or may have a material negative effect upon the performance of Scout, and (f) procure that all Client Users comply with the foregoing.
 - 4.8 Except to the extent caused by Synalogik's breach of the MSA: (a) Client is responsible for all activities that occur under its Account, regardless of whether the activities are authorised by Client or undertaken by Client Users; and (b) Synalogik and its group of companies are not responsible for unauthorised access to Account.
 - 4.9 Unless stated otherwise in an Order Form, the initial Subscription Term for Scout is 12 months from the date Synalogik delivers the Admin Credentials to Client for access to Scout.
 - 4.10 Unless stated otherwise in an Order Form, the Subscription Term for Scout shall automatically be renewed for a further 12 months, unless either Party notifies the other in writing of non-renewal, at least 60 days before the end of the the-current Subscription Term.
 - 4.11 Within the three months prior to the end of a Subscription Term, Synalogik may request that Charges are reviewed for the renewal.
5. **STANDARDS AND SECURITY**
 - 5.1 In performing its obligations under this MSA Synalogik shall: (a) use that degree of skill and care as would be expected from an expert provider of similar size and scale in the same industry as Synalogik (**Good Industry Practice**); and (b) maintain and comply with the security and standards set out in Synalogik's *Cyber and Data Security Overview* (as updated by Synalogik from time to time).
 - 5.2 If agreed between the Parties for an Order, Synalogik shall comply with any mandatory supplier policies relating to information security as are attached to the Order Form.
 - 5.3 Taking into account the nature of Scout, Client shall use best endeavours to prevent any unauthorised access to, or use of, Scout by employees, contractors, advisers, sub-contractors or other third parties engaged by or on behalf of Client (and Client shall notify Synalogik within 24 hours of becoming aware of any unauthorised access).
 - 5.4 Each Party shall use reasonable endeavours to ensure that no Malicious Item is connected to, ingested into, transmitted through or stored on Scout. **Malicious Item** means any thing or device (including any software, code, file or programme) which may: (a) 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, (b) 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 rearranging, altering or erasing the programme or data in whole or part or otherwise) or (c) adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.
 - 5.5 Client acknowledges and agrees that Scout is a web-based product which is regularly iterated by the Synalogik development team and is delivered via a single technology infrastructure.
 - 5.6 Synalogik may at any time modify, update or change the Services: (a) in accordance with its product roadmap; (b) to implement any obligations imposed upon Synalogik by Data Suppliers; (c) as Synalogik considers necessary to maintain what it considers to be Good Industry Practice; and (d) to comply with a change in Applicable Law. (Clause 12 does not apply to modifications, updates or changes made under this clause 5.6.)
 6. **TRAINING**
 - 6.1 Synalogik shall provide the training set out in the applicable Order Form (**Training**).
 - 6.2 When undertaking the Training, Synalogik shall use Good Industry Practice.
 - 6.3 Any Training materials provided by Synalogik are Synalogik Confidential Information for the purposes of clause 15 and Synalogik and/or its licensors retain all Intellectual Property Rights in any materials provided (**Training Materials**).
 7. **ADDING AND USING DATA FEEDS ACCESSIBLE BY SCOUT**
 - 7.1 All Data Feeds requested to be added by Client must be authorised by Client Representative. Synalogik shall treat the submission of an *Order Form* for a Data Feed from any person with a Client-domain email address as authorised.
 - 7.2 Only authorised Client Users may login and use Scout to search the Data Feeds.
 - 7.3 Synalogik shall implement the Data Feeds in Scout as agreed between Synalogik and Client in Order Forms. The Order Form will set out the period of access for the Data Feed (**Subscription Term**). All use of Data Feeds is conditional upon compliance with the Data Feed Terms (and any updates notified by Data Supplier from time to time) and any rules related to Data Feeds contained in the Order Form, in notices in Scout and/or reproduced from Data Supplier in Search Results (**Data Use Rules**).
 - 7.4 Client shall not interrogate Data Feeds outside of Scout unless Client has a separate licence from Client Data Supplier permitting it to do so.
 - 7.5 Client shall comply with all Data Use Rules and procure that all Client Users comply with the same. Synalogik reserves the right to audit compliance with Data Use Rules and Client agrees to audit by Synalogik and Data Suppliers for this purpose.
 - 7.6 Client shall ensure that all Client Users are properly trained and supervised in their use of Scout. Synalogik may suspend use of Scout or access to a particular Data Feed in respect of a Client User if Synalogik reasonably believes, and can provide supporting evidence to Client, that a Client User is undertaking Client Searches in breach of Applicable Law or carrying out Searches/using Search Results in breach of Data Use Rules.
 - 7.7 Client acknowledges that Scout draws data from Data Suppliers and that Synalogik provides Data Feeds from Data Suppliers on an 'as is' and 'as available' basis.
 - 7.8 The data sets and fields available via any Data Feed will also be dependent on how each Data Supplier manages each Data Feed from time to time and is subject to change.
 - 7.9 Client acknowledges that depending on the Data Feeds chosen by it, the Data Suppliers will receive and retain

- information (including personal data) from Client Searches.
- 7.10 Synalogik does not represent or warrant that any data in a Data Feed is accurate, current or complete (and client acknowledges that some Data Suppliers provide their data to third parties, including Synalogik, on a periodic refresh cadence rather than in real time). Accordingly, Synalogik shall not be responsible to Client or any third party (including any individual) for: (a) any incorrect or missing data in the Data Feeds; or (b) any conclusions drawn from it. Search Results are not tax, legal or investment advice, and Client represents that it shall not use the Search Results in any circumstances which affect the rights and freedoms of a data subject without manual assessment and decision-making.
- 7.11 Client acknowledges and agrees that Client and not Synalogik assumes sole responsibility for: (a) ensuring that any searches submitted to Scout under Client's Account comply with Applicable Law; and (b) any and all use of the search results complies with Applicable Law.
- 7.12 Where Client connects internal Data Feeds, Client shall ensure it has a backup of such Data Feeds. Scout is not a back up service.
- 7.13 Synalogik may suspend or terminate a Data Feed upon notice to Client if Data Supplier suspends or terminates the Data Feed to Synalogik for any reason or no reason.
- 7.14 Any failure by a Client Supplier shall be dealt with directly between Client and Client Supplier.
8. **SCOUT SLA**
- 8.1 Synalogik shall use Good Industry Practice to make Scout available to Client Users 24/7 and monitor for any issues. All Data Feeds are subject to Data Supplier SLAs.
- 8.2 Synalogik shall meet the Scout SLA in the *Service Level Schedule* to the Order Form.
- 8.3 For the purposes of the clause 8: **Calendar Month** means from 00:00:00 on the first to 23:59:59 the last day of a calendar month in the United Kingdom time zone; **Downtime** means, for a Scout, if there is more than a five percent (5%) user error rate (calculated by Synalogik using server monitoring software, based on results from ping tests, web server tests, TCP port tests, and website tests) and measured based on server-side error rate as calculated by Synalogik (excluding Permitted Downtime); **Emergency Downtime** shall be limited to that maintenance that is required to correct Severity 1 Incident (see clause 9), which could not have been reasonably foreseen by Synalogik or is due to a cause outside of Synalogik's control, and which is necessary in order to prevent the likely outage of Synalogik's operating environment used to provide Scout; **Permitted Downtime** shall mean: (a) recurring or zero impact maintenance windows that are made generally available to all users; (b) planned weekly downtime which Synalogik shall schedule at a time outside of regular operation times; (c) planned monthly downtime (of which Synalogik shall give advanced notice); (d) Client firewalls/anti-virus or mis-use of the services; (e) Emergency Downtime; or (f) any unavailability caused by an event beyond Synalogik's reasonable control (including but not limited to (i) denial of service attacks, virus or hacking attacks for which there is no commercially reasonable, known solution, or any other events that are not within our direct control or that could not have been avoided with commercially reasonable care, (ii) bugs in code, hardware, or services for which there is no commercially reasonable, known fix (even if there is a known workaround); and (iii) events to the extent arising from Client's use of an outdated release of the Services or third party software, or any failure to install a material update); **Monthly Uptime Percentage** means the total number of minutes in the Calendar Month minus the number of minutes of Downtime suffered from all Downtime periods in the Calendar Month, divided by the total number of minutes in the Calendar Month expressed as a %; and **Search Report Generation Percentage** means the total number of individual Search Reports delivered to Scout to review stage within one minute divided by the total number of all individual Search Reports generated by Client Users to review stage expressed as a %.
- 8.4 All Data Feeds are subject to Data Supplier SLAs and nothing in this Agreement shall cause Synalogik to be responsible under this Scout SLA for any failure due to a Data Supplier. Synalogik shall use reasonable endeavours to call on the assistance of the Data Supplier under its SLA.
9. **TECHNICAL SUPPORT SLA**
- 9.1 Synalogik shall use Good Industry Practice to support Client Users from 8.30 to 17.30 on business days, being when banks in England are ordinarily open for business (**Business Days**).
- 9.2 Synalogik shall meet the Technical Support SLA in the *Service Level Schedule* to the Order Form.
- 9.3 For the purposes of clause 9: **Incident** means an event which causes or may cause interruption to, or a reduction in the quality of, Scout or Data Feeds; **Response Time** means, from the time Synalogik is notified of the Incident by Client using the method required by Synalogik, the time it takes Synalogik to issue an acknowledgement that it has received the notification from Client and is working the Incident; and **Severity** means the seriousness of the effect of an Incident. All notifications, escalations and standards for responding to Incidents are set by Severity. Some of the elements used in determining the Severity of an Incident are the criticality of the applications being affected and the number of users affected. Severity shall be classified in accordance with section 9.4.
- 9.4 Severity is classified as follows: **Severity 1 – Business Critical**: complete loss of service or major feature completely unavailable, and no workaround exists (excludes issues in development, staging or testing environments); **Severity 2 – Degraded Service**: intermittent issues and reduced quality of service which do not prevent the execution of critical services or cause disruption of a major feature (problem may be reasonably circumvented using an available workaround; excludes issues in development, staging or testing environments); and **Severity 3 – General Issue**: all other issues including those in development, staging or testing environments.
- 9.5 To obtain support under the Technical Support SLA, Client must report Incidents via Synalogik's ticketing system (if Synalogik's ticketing system is not available, Client must email support@synalogik.com – other email addresses will not be monitored for support and will not count towards response time calculations). Once a ticket is reported into Synalogik's ticketing system, Synalogik shall begin measuring the response and resolution time. Synalogik will provide Response Times and issue resolution as follows: (a) Severity 1: within 6 business hours, resolution target within one Business Day; (b) Severity 2: within 6 business hours, resolution target five Business Days; and (c) Severity 3: within one Business Day, resolution target within ten Business Days.
- 9.6 All Data Feeds are subject to Data Supplier SLAs and nothing in this Agreement shall cause Synalogik to be

- responsible under this Technical Support SLA for any failure due to a Data Supplier. Synalogik shall use reasonable endeavours to call on the assistance of the Data Supplier under its SLA.
10. **IMPROVEMENT AND REPORTING**
- 10.1 If Synalogik fails to meet the Service Levels in the *Service Level Schedule*, Synalogik shall: (a) take those actions reasonably necessary to correct the problem and begin meeting the Service Levels as soon as reasonably practicable; (b) initiate investigations to identify the root causes of such failure; and (c) where appropriate, make written recommendations to Client, including the actions proposed by Synalogik and to be carried out by Client, for improvement in procedures to satisfy the Service Levels and prevent any recurrence of such failure; (d) adopt a 'work the problem' approach to seek to correct and minimise recurrences of all Service Level failures for which it is responsible.
- 10.2 Synalogik shall deliver to Client, within 15 Business Days after the end of each Calendar Month, a report setting out performance against the Scout SLA and the Technical Support SLA.
11. **PROFESSIONAL SERVICES**
- 11.1 Synalogik shall provide the professional services set out in the applicable Order Form (**Professional Services**).
- 11.2 When undertaking the Professional Services, Synalogik shall use Good Industry Practice.
- 11.3 Synalogik and/or its licensors retain all Intellectual Property Rights in any Professional Services deliverables (**Professional Services Materials**).
- 11.4 Client shall make every effort that Client reasonably can, consistent with the objective to be achieved by the delivery of the Professional Services, to ensure Synalogik can successfully deliver the Professional Services, including the following: (a) allocation of reasonable internal resources to facilitate the delivery of the Professional Services within any applicable timescale; (b) obtaining and providing any further information Synalogik may need to deliver the Professional Services in any applicable timescale; and (c) co-operating with Synalogik and/or with others to the extent necessary to achieve the objective of the Professional Services within any applicable timescale. Synalogik shall keep Client promptly informed of any matter which may affect the delivery of Professional Services and (provided Synalogik has kept Client reasonably informed) Synalogik shall not be responsible for any delay or non-performance of Professional Services due to failure by Client to comply with the foregoing.
12. **CHANGE CONTROL**
- 12.1 Any changes to Services once an Order Form is accepted by Synalogik must be agreed by both Parties in writing using the process set out in clauses 12.2 to 12.5 below (**Change Control Process**).
- 12.2 The Party requesting the change shall make the request in writing using Synalogik's standard *Change Request* form (available from Synalogik) (**Change Request**) and provide it to the other Party.
- 12.3 The Parties shall as soon as reasonably practicable after delivery of a Change Request either: (a) complete the Change Request form with all inputs required from both Parties; or (b) decline the Change Request giving reasons.
- 12.4 If the Change Request is agreed between the Parties, the Parties shall agree and sign the Change Request form (at which point the referenced Order Form and the Services shall be amended from the date stated in the signed Change Request).
- 12.5 Each Party shall act reasonably as part of the Change Control Process, including responding in a timely manner to receiving a Change Request form for that Party's input.
13. **DATA PROTECTION**
- Generally**
- 13.1 Synalogik's privacy policy is at <https://synalogik.com/privacy-policy/>.
- 13.2 **Data Protection Laws** means the General Data Protection Regulation ((EU) 2016/679) as transposed into UK national law by operation the European Union (Withdrawal) Act 2018 and as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 (**UK GDPR**), the Data Protection Act 2018 and any other Applicable Law relating to the processing of personal data. The terms **personal data**, **processor**, **controller**, **processing** and **personal data breach** are as defined in the UK GDPR.
- 13.3 In connection with any personal data processed by a Party in connection with the Services, each Party shall comply with the Data Protection Laws applicable to it for such processing.
- 13.4 The Parties acknowledge and agree that factual circumstances dictate their respective designations as controller or processor in connection with the processing of personal data.
- 13.5 Each Party shall ensure that its employees, contractors and agents who may process personal data accessed and/or supplied via Scout are reliable, do so only to the extent necessary for their role, and are subject to a duty of confidence.
- 13.6 Each Party shall, upon reasonable request, promptly assist the other Party with the provision of information and assistance (at the requesting Party's expense) in respect to its obligations to data subjects and supervisory authorities so far as the request relates to personal data processed under this Agreement.
- Client Searches & Search Results via Scout**
- 13.7 Client is the controller with respect to Client Searches it inputs into Scout and the use it makes of Search Results outputted from Scout. Client is solely responsible for: (a) determining the content of each Client Search (including selecting Data Feeds, the subject-matter of the processing, the types of personal data and the categories of data subjects); and (b) ensuring that in making Client Search it has a lawful basis for doing so in compliance with the Data Protection Laws.
- 13.8 Each Data Supplier is a controller of the databases it provides for any Data Feed and use of the database is subject to the Data Supplier's Data Use Rules. Each Data Supplier is a processor/sub-processor when processing a Client Search against its databases via the Data Feed. Client acknowledges and agrees that the fact that a Client Search has been undertaken against a data subject will be recorded by Data Suppliers in their databases/graphs and by Client in their *Scout Knowledge Base*. Client shall ensure that its privacy notices are transparent to data subjects in this regard in compliance with Data Protection Laws. For more information see the applicable Data Feed Terms.
- 13.9 Where reasonably requested by Synalogik, Client shall provide Synalogik with a copy of the Data Protection Impact Assessment (**DPIA**) or any similar assessment undertaken by Client in relation to its use of Scout and the Services. Client shall provide Synalogik with any reasonable written assurances as to its intended use of the Data Feeds. As part of the process of agreeing an Order Form, Synalogik shall provide Client with such information as reasonable requested by Client as part

- of its DPIA or other assessment process.
- Where Synalogik acts as a processor**
- 13.10 Synalogik shall process personal data contained in a Client Search and/or contained in the Client's *Scout Knowledge Base (Client Personal Data)* as processor and in accordance with clauses 13.11 to 13.18 below.
- 13.11 Synalogik shall process Client Personal Data in accordance with Client's instructions (being those instructions issued to Synalogik via the operational functionality of Scout for each Client Search) and unless prevented by Applicable Law, Synalogik shall notify Client if any instructions are contrary to Data Protection Laws.
- 13.12 Synalogik shall ensure that for any transfer of Client Personal Data subject to data transfer restrictions under the Data Protection Laws: (a) the transfer is to a country approved under the applicable Data Protection Laws as providing adequate protection; or (b) there are appropriate safeguards or binding corporate rules in place pursuant to the applicable Data Protection Laws; or (c) the transferor otherwise complies with its obligations under the applicable Data Protection Laws by providing an adequate level of protection to any personal data that is transferred; or (d) one of the derogations for specific situations in the applicable Data Protection Laws applies to the transfer.
- 13.13 Synalogik shall take appropriate technical and organisational security measures to safeguard Client Personal Data against unauthorised or unlawful processing and against accidental loss or destruction of, or damage to Client Personal Data.
- 13.14 Synalogik shall ensure that all Synalogik employees who may access Scout are reasonably reliable, do so only to the extent necessary for their role and are subject to a duty of confidence that covers all personal data processed by Scout.
- 13.15 Synalogik shall allow Client (via the operational functionality of Scout) to retrieve or securely delete all relevant Client Personal Data unless Synalogik is required by Applicable Law to store the personal data.
- 13.16 Synalogik shall at Client's expense assist Client in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities.
- 13.17 Synalogik shall give Client prompt notice (and in any event within 5 Business Days) of receiving any complaint, subject access request or supervisory authority request in respect of Client Personal Data, except where doing so would breach Applicable Law.
- 13.18 Synalogik shall notify Client without undue delay and in any event within 48 hours on becoming aware of a personal data breach relating to Client Personal Data.
- 13.19 Synalogik shall maintain complete and accurate records and information to demonstrate its compliance with this clauses 13.10 to 13.18 and (at Client's expense) allow for audits by Client or Client's designated auditor (Unless exceptional circumstances apply, Client shall mitigate Synalogik's audit burden by combining audit requests into one annual audit at a time mutually convenient to both Parties).
- 13.20 Client consents to Synalogik appointing any third-party processor of personal data as part of its common technology and data supplier infrastructure. Synalogik confirms that it has entered or (as the case may be) shall enter into written agreements with any sub-processor in compliance with the Data Protection Laws. As between Client and Synalogik, Synalogik shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 13.20.

Client may request a list of sub-processors at any time. This clause shall not apply to Data Suppliers who are controllers of the Data Feeds.

Where Data Suppliers act as sub-processors

- 13.21 Client acknowledges and agrees that each Data Supplier will be providing Data Feeds subject to the Data Suppliers' standard terms and conditions. To the extent that a Data Supplier's standard terms and conditions (including any data processing agreement) differs to clauses 13.10 to 13.18 above, the position in the Data Supplier's standard terms and conditions (including any data processing agreement) shall apply.

14. INTELLECTUAL PROPERTY RIGHTS

- 14.1 **Intellectual Property Rights** means all vested and future rights of copyright and related rights, design rights, database rights, patents, rights to inventions, trade marks and get-up (and goodwill attaching to those trade marks and that get up), domain names, applications for and the right to apply for any of the above, moral rights, goodwill (and the right to sue for passing off and unfair competition), rights in know-how, rights in confidential information, rights in computer software, and any other intellectual or industrial property rights or equivalent forms of protection, whether or not registered or capable of registration, and all renewals and extensions of such rights, whether now known or in future subsisting in any part of the world.
- 14.2 Nothing in the MSA shall transfer the Intellectual Property Rights of one Party or its licensors to the other Party.
- 14.3 Synalogik or its licensors own all Intellectual Property Rights in Scout (including any integrations developed to connect to any Data Suppliers) or any other Services delivered under this MSA (**Synalogik Technology**).
- 14.4 Data Suppliers or their licensors own the underlying databases in their Data Feeds and their associated technology (e.g. their APIs).
- 14.5 Subject to compliance with this MSA, Synalogik hereby grants to Client a non-exclusive, non-transferable right, without the right to grant sub-licences, to permit Client Users to use the Scout and its Documentation during the Subscription Term solely for Client's lawful internal business purposes.
- 14.6 The functionality of Scout allows Client to download Search Results from Scout (**Search Results Downloads**). Subject to compliance with this MSA (including Data Use Rules), Synalogik hereby grants to Client a perpetual right to use Search Results Downloads solely for Client's lawful business purposes.
- 14.7 The Synalogik name, Synalogik logo and any other Synalogik trade marks, service marks and brand properties (such as domain names and social media assets) used in connection with the Synalogik group of companies or Scout are trade marks and registered trade marks of the Synalogik group of companies (**Synalogik Marks**). Other than as necessary to use the Scout in accordance with the MSA, or receive any other Services under this MSA, Client is not granted any rights or licences in the Synalogik Marks.
- 14.8 Except as expressly permitted by Synalogik under the MSA, Client shall not: (a) otherwise use, copy, modify, adapt or create derivative works of any Synalogik Technology; (b) attempt to translate, decompile, disassemble, reverse engineer or otherwise seek to obtain or derive the source code, underlying ideas, algorithms, file formats or non-public APIs of Synalogik Technology unless permitted by Applicable Law; (c) incorporate Synalogik Technology into any product or service provided by Client to a third party; (d) assign,

	transfer, sublicense, rent, lease, resell, provide access to, distribute or otherwise deal in or encumber Synalogik Technology; (e) remove, obscure, or alter any copyright, trademark, or other proprietary rights notices, or any of Synalogik's or any third party's branding, that Scout causes to be displayed when used; (f) falsify or delete any attributions or legal notices or misrepresent the source or ownership of material; (g) use Scout, or permit Scout to be used, for the benefit or on behalf of any third party; (h) attempt to circumvent or interfere with any security features of Scout; (i) publicly disseminate non-public information regarding the functionality, operation or performance of Scout; or (j) use Scout for competitive analysis or to build competitive products or services.	
14.9	Client hereby grants to Synalogik a royalty-free, non-transferable, sub-licence to copy, display, distribute, modify and otherwise use any Data Feeds from Client Suppliers selected by Client solely in connection with the Services to be provided by Synalogik to Client under this MSA.	
14.10	Client hereby grants to Synalogik a royalty-free, fully paid up, worldwide, sub-licensable, (subject to clause 27.1) non-transferrable right and license for the Subscription Term to copy, display, distribute, modify and otherwise use Client Searches solely as necessary to provide the Services and generate the Search Results for Client.	
14.11	Client further acknowledges that Synalogik may collect information reflecting the access or use of the Services by or on behalf of users (including Client and Client Users), including visit, session and statistical or other analysis, information or data based on or derived from any of the foregoing (Usage Data) and may aggregate and/or anonymise Usage Data to use for statistical purposes and share samples of such aggregated and/or anonymised Usage Data with other third parties. Synalogik may not use Usage Data specifically related to Client publicly without Client's consent.	
14.12	Nothing in this MSA or any Order Form shall prevent Synalogik collecting aggregate statistical information on Client's use of its Services, Client Searches and Search Results.	
14.13	Synalogik hereby grants to Client a worldwide, non-exclusive, perpetual, irrevocable, royalty-free license to use Training Materials and Professional Services Materials solely for internal business purposes.	
14.14	To the extent Client provides any suggestions, comments or other feedback related to the Services (Feedback) Client hereby grants Synalogik a worldwide, non-exclusive, perpetual, irrevocable, royalty-free, sub-licensable, transferable license to copy, display, distribute, perform, modify and otherwise use Feedback in any way and without limitation.	
15.	CONFIDENTIALITY	
15.1	Confidential Information means all confidential or proprietary information (however recorded or preserved) that is disclosed or made available in any manner (in writing, orally or by access to computer systems or making available data files) whether before or after the date of the MSA, directly or indirectly, by or on behalf of the disclosing Party (Discloser) to the receiving Party (Recipient) or the Recipient's officers, employees, advisors, subcontractors or contractors. Confidential Information shall include (a) the terms of the MSA; (b) information related to Synalogik Technology (including design, look and feel, functionality, underlying code and non-OS databases and development plans/roadmap), Training Material and Professional Services Materials; (c) any trade secrets, any confidential commercial, financial or technical information, including methodologies, processes, procedures, systems or techniques; (d) any information, data or analysis derived from any Confidential Information; and (e) any other information of a confidential or proprietary nature.	
15.2	In consideration of the Discloser making available the Confidential Information to the Recipient, the Recipient undertakes to the Discloser that it shall: (a) keep the Confidential Information secret and confidential; (b) not use or exploit the Confidential Information in any way, except for or in connection with, the MSA; (c) establish and maintain reasonable security measures to provide for the safe custody of, and to prevent unauthorised access to, the Confidential Information disclosed to it at least to the standards that it would adopt for its own Confidential Information; and (d) only make disclosure of the Confidential Information in accordance with clauses 15.3 and 15.4. Any other disclosure can only be made with the Discloser's prior written consent.	
15.3	The Recipient may disclose the Confidential Information to any of its officers, employees, contractors, advisers and subcontractors and that need to know the relevant Confidential Information, provided the Recipient takes appropriate steps to ensure that all its officers, employees, contractors, advisers and subcontractors given access to the Confidential Information are made aware of its confidential nature, and that they are bound by restrictions no less onerous than those placed on it by the terms of the MSA.	
15.4	The Recipient may disclose the Confidential Information to the minimum extent required by: (a) any order of any court of competent jurisdiction or any regulatory, judicial, governmental or similar body or taxation authority of competent jurisdiction; (b) the rules of any listing authority or stock exchange on which its shares are listed; or (c) Applicable Law.	
15.5	The obligations set out in clause 15.1 shall not apply, or shall cease to apply, to Confidential Information which the Recipient can show to the Discloser's reasonable satisfaction: (a) that it is, or becomes generally available to the public other than as a direct or indirect result of the information being disclosed by the Recipient in breach of the MSA; (b) was already lawfully known to the Recipient before it was disclosed by the Discloser; (c) has been received by the Recipient from a third party source that is not connected with the Discloser and that such source was not under any obligation of confidence in respect of that information; or (c) was independently developed by it without access to or use of any of the Confidential Information.	
15.6	Nothing in the MSA shall prevent any person from reporting any reportable offence to the relevant authorities.	
15.7	If requested by the Discloser at any time, the Recipient shall immediately destroy or return to the Discloser all documents and other records of the Confidential Information that have been supplied to or generated by the Recipient. If the Confidential Information is stored in electronic form, the Recipient shall erase all such Confidential Information from its computer and communications systems and devices used by it (to the extent technically practicable).	
15.8	The Discloser may request the Recipient to certify in writing that it has complied with its obligations in clause 15.7.	
15.9	The Recipient shall comply with any retention and erasure requirements imposed by Applicable Law.	
15.10	Recipient may retain such copies of the Confidential	

- Information as are expressly required for the purposes of compliance with Applicable Law.
- 15.11 Each Party acknowledges and agrees that the Confidential Information may not be accurate or complete and it makes no warranty or representation (whether express or implied) concerning the Confidential Information, or its accuracy or completeness.
- 15.12 Without prejudice to any other rights or remedies that each Party may have, each Party acknowledges and agrees that damages alone would not be an adequate remedy for any breach of the terms of this clause 15 by the other Party. Accordingly, each Party shall be entitled to the remedies of injunctions, specific performance or other equitable relief for any threatened or actual breach of this clause 15.
- 15.13 The Recipient shall be responsible for any unauthorised disclosure or use by its officers, employees, advisers, subcontractors and contractors of the Discloser's Confidential Information, other than if such unauthorised disclosure or use was beyond its reasonable control.
- 15.14 Neither Party shall make, or permit any person to make, any public announcement concerning the MSA without the prior written consent of the other Party (such consent not to be unreasonably withheld or delayed), except as required by Applicable Law, any governmental or regulatory authority (including any relevant securities exchange), any court or other authority of competent jurisdiction.
16. **WARRANTIES**
- 16.1 Client acknowledges and agrees that: (a) the Synalogik Technology was not designed and is not made available to Client's individual requirements and Client was and is solely responsible for its selection and configuration of the Services (including selecting which Data Suppliers and Data Feeds to connect to its Configuration of Scout); (b) Client is solely responsible for ensuring it meets the technical and licence requirements to use the Services; and (c) Client is solely responsible for any acts or decisions taken by or on behalf of any Client or Client User arising out of use of the Services.
- 16.2 Due to Synalogik's reliance on third party Data Suppliers/Data Feeds, and more generally third party technology and telecoms services, Synalogik does not represent or warrant: (a) that the Services will be uninterrupted or error free; (b) that the Services will be available 24/7; or (c) that the Services are suitable for the for purpose/requirements of Client.
- 16.3 Except as expressly set out in the MSA, all warranties, representations, conditions and all other terms of any kind whatsoever implied Applicable Law are, to the fullest extent permitted by Applicable Law, excluded. Client acknowledges that Synalogik compiles the Client's *Scout Knowledge Base* graph using Client Searches, but does not originate the underlying Client Search data; therefore, Synalogik makes no warranties or representations of any kind relating to the underlying Client Search data, or any other data or connections, made by the Client's instance of the *Scout Knowledge Base* (including relation to accuracy, non-infringement or fitness for a particular purpose).
- 16.4 Each Party warrants and represents that: (a) it has full right, power and authority to enter into the MSA and each Order Form; and (b) it holds all licences and consents necessary to carry out its obligations under the MSA (including, in respect of Client, the ability to grant to licence at clause 14.9).
- 16.5 Subject to clause 16.7, Synalogik warrants, represents and undertakes that: (a) it has full right, power and authority (including all applicable licences of Intellectual Property Rights) to (i) make available Scout to Client for the Permitted Use; and (ii) make available Data Feeds to Client for the Permitted Use; (b) the use of Scout by Client Users in accordance with the MSA does not infringe the Intellectual Property Rights of any third party; and (c) it shall not by any act or omission bring Client into disrepute.
- 16.6 Subject to clause 16.7, Client warrants, represents and undertakes that: (a) it shall not provide User Credentials to any third party who is not a genuine Client user; (b) it has full right, power and authority to undertake Client Searches (including under Data Protection Laws or any Applicable Law governing confidential, secret or classified information); (c) it shall use the Search Results in accordance with Applicable Law; and (d) it shall not by an act or omission bring Synalogik into disrepute or damage Synalogik's goodwill.
- 16.7 Neither Party makes any representations or warranties with respect to the use of material subject to open licences (**Open Materials**) other than passing on the benefit of any representations and warranties, if any, contained in the applicable open licence. Open Materials forming part of Scout and/or Data Feeds are provided on an 'as is' and 'as available' basis.
17. **INDEMNITIES**
- 17.1 **Losses** means claims, demands, actions, awards, judgments, settlements, costs, expenses, liabilities, damages and losses (including all interest, fines, penalties, management time and legal and other professional costs and expenses).
- 17.2 Synalogik shall indemnify Client against Losses suffered or incurred by Client arising out of or in connection with any claim or allegation made by a third party against Client that the Scout SaaS platform as provided by Synalogik under the MSA infringes the Intellectual Property Rights of a third party (and in respect of any Data Feeds and/or Open Materials this indemnity shall be limited to passing on to Client the benefit of any indemnity in the applicable licence to Synalogik) (**IPR Indemnity**).
- 17.3 The IPR Indemnity shall not apply to the extent that any claim or allegation results from: (a) a modification of Scout by anyone other than Synalogik; (b) Client's use of Scout in a manner contrary to the Documentation or instructions of Synalogik; (c) Client's use of Scout after notice of the alleged or actual infringement of Intellectual Property Rights; or (d) Client's wilful misconduct or any act, breach, omission or infringement which Client or any Client User deliberately or recklessly commits, condones or ignores.
- 17.4 Synalogik shall indemnify Client against Losses suffered or incurred by Client arising out of or in connection with a breach by Synalogik of its obligations in clauses 13.10 to 13.18 (**Data Protection Indemnity**).
- 17.5 The Data Protection Indemnity shall not apply to the extent that any claim, allegation or investigation results from: (a) Client instructing Scout to undertake a Client Search contrary to Applicable Law; (b) Client's use of Search Results contrary to Applicable Law; or (c) Client's negligence or wilful misconduct or any act, breach, omission or processing which Client or any Client User deliberately or recklessly commits, condones or ignores.
- 17.6 Client shall indemnify Synalogik against Losses suffered or incurred by Synalogik arising out of or in connection with any claim, allegation or investigation by a third party (including any supervisory authority) against Synalogik that: (a) Client Searches or use of Search

	Results breach Data Protection Laws or any Applicable Law governing confidential, secret or classified information; or (b) use of or allowing access to Synalogik Technology outside of the scope permitted by the MSA (Client Indemnity).		liability to the other Party in respect of an Order will not exceed the amount Client has paid Synalogik under the Order for the part of the Services that gave rise to the claim.
17.7	The Client Indemnity shall not apply to the extent that the claim, allegation or investigation results from Synalogik's wilful misconduct or any act, breach, omission or infringement which Synalogik deliberately or recklessly commits, condones or ignores.	18.5	Subject to clauses 18.2, 18.3 and 18.4, each Party's total liability to the other Party in respect of all breaches of the MSA will not exceed the amount Client has paid Synalogik under the MSA for the part of the Services that gave rise to the claim during the 12 months before the liability arose (General Cap).
17.8	In respect of any claim under the indemnities above (Claim): (a) as soon as reasonably practicable, the indemnified Party (Indemnified Party) shall give written notice of the Claim to the indemnifying Party (Indemnifying Party), specifying the nature of Claim in reasonable detail; (b) (unless a regulatory reason would prevent it from doing so, for example Data Protection Laws) Indemnified Party shall give the Indemnifying Party sole authority to defend or settle Claim; (c) Indemnified Party shall not make any admission of liability, agreement or compromise in relation to Claim without the prior written consent of Indemnifying Party (such consent not to be unreasonably conditioned, withheld or delayed); (d) Indemnified Party shall give Indemnifying Party and its professional advisers access at reasonable times (on reasonable prior notice) to its premises and its officers, directors, employees, contractors, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within the power or control of the Indemnified Party, so as to enable the Indemnifying Party and its professional advisers to examine them and to take copies (at Indemnifying Party's expense) for the purpose of assessing Claim; and (e) at Indemnifying Party's expense take such action as Indemnifying Party may reasonably request to avoid, dispute, compromise or defend the Claim.	18.6	In respect of Synalogik's liability to Client, the General Cap shall be increased for: (a) the IPR Indemnity, to £1,000,000 in aggregate; and (b) the Data Protection Indemnity, to £1,000,000 in aggregate.
17.9	Nothing in this clause shall restrict or limit Indemnified Party's general obligation at law to mitigate any Losses it may suffer or incur as a result of an event that may give rise to a Claim under this indemnity.	18.7	In respect of Client's liability to Synalogik, the General Cap shall be increased for the Client Indemnity to £2,000,000 in aggregate (save for under 17.6(b), to £5,000,000 in aggregate).
17.10	Synalogik may upon notification of a Claim under the IPR Indemnity (or at any time): (a) disable Client's use of Scout (in whole or in part depending on the nature of Claim) until such time as Synalogik is reasonably satisfied that Synalogik has the requisite rights to provide Scout; (b) procure the right for Client to continue using Scout; or (c) replace or modify Scout so that it becomes non-infringing, but if such remedies are not reasonably available to Synalogik, Synalogik may terminate the MSA and all Services under it upon 30 Business Days' notice to Client.	18.8	Subject to clause 18.2, any and all claims by Client arising out of events during a 12-month Subscription Term: (a) must be brought within one year of the end of that 12-month Subscription Term; and (b) are subject to Synalogik's overall insurance claims cap.
18.	LIMITATIONS & EXCLUSIONS	19.	INSURANCE
18.1	The restrictions on liability in this clause 18 apply to every liability arising under or in connection with the MSA including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.	19.1	Each Party shall maintain in force insurance policies with reputable insurance companies, against all risks that would normally be insured against by a prudent businessman in connection with the risks associated with the MSA and produce to the other Party on demand full particulars of that insurance.
18.2	Nothing in the MSA limits or excludes any liability: (a) of Client to pay the Charges; (b) for death or personal injury caused by negligence; (c) for fraud or fraudulent misrepresentation; or (c) anything else which cannot be limited or excluded under Applicable Law.	20.	SUSPENSION
18.3	Subject to clause 18.2, the following types of loss are always excluded: (a) indirect and consequential loss; (b) loss of profits, sales or business, agreements or contracts or anticipated savings; (c) loss of use or corruption of software, data or information; and (d) loss of or damage to reputation or goodwill.	20.1	Synalogik may suspend Admin Credentials and/or any User Credentials immediately upon notice to Client if Synalogik determines: (a) Client or Client User's access or use of Services (i) poses a security risk to the Services or any third party, (ii) could adversely impact Synalogik's systems or services, or the systems or services of other Synalogik Clients or third parties, or (iii) could subject Synalogik, its group of companies or investors, or any third party, to liability, or (iv) could be fraudulent; or (b) Client is subject to any of the events in clause 22.4.
18.4	Subject to clauses 18.2 and 18.3, each Party's total	20.2	If Synalogik temporarily suspends the Services, Client remains responsible for all Charges during the period of suspension.
		20.3	If Client becomes aware of any breach of the MSA by a Client User, Client shall suspend access by such Client User to Scout and notify Synalogik immediately.
		21.	DISPUTES
		21.1	The Parties shall ensure that the Account Manager and Client Representative shall use their best efforts to negotiate in good faith and settle any dispute or difference that may arise out of or relate to access to Scout or other Services under the MSA before resorting to legal action.
		21.2	If any such dispute or difference is not resolved through discussion between the Account Manager and Client Representative within 10 Business Days, the dispute shall be referred an appropriately senior person at Client and a member of Synalogik executive team for further discussion.
		21.3	If any such dispute or difference is not resolved by those persons within a further 15 Business Days of referral, either Party may ask the other to enter into mediation in good faith to settle such a dispute and shall do so in accordance with the <i>CEDR Model Mediation Procedure</i> .
		21.4	To initiate the mediation a Party must give notice in writing (ADR Notice) to the other Party, referring the dispute to mediation. A copy of the referral should be

- sent to the Centre for Effective Dispute Resolution (CEDR).
- 21.5 Unless otherwise agreed within 14 days of notice of the dispute to CEDR, the mediator will be nominated by CEDR.
- 21.6 Unless otherwise agreed, the mediation will start not later than 28 days after the date of the ADR Notice.
- 21.7 The Party submitting the ADR Notice shall pay the costs of the mediator. If at any time during the processes outlined in this clause 21 the Parties reach agreement on the resolution of the dispute or difference, such agreement shall be recorded in writing and once signed by the Parties' authorised representatives, it shall be final and binding on the Parties.
- 21.8 Neither Party may commence any court proceedings in relation to any dispute or difference between Client and Synalogik arising out of the MSA or any Order under it until it has attempted to settle the dispute by mediation as set out in this clause 21 and either the mediation has terminated or the other Party has failed to participate in the mediation, provided that the right to issue proceedings is not prejudiced by a delay.
- 21.9 Nothing in this clause 21 shall prevent a Party from seeking relief to protect its Intellectual Property Rights or Confidential Information.
- 22. TERM AND TERMINATION**
- 22.1 The MSA begins on the date of the first Order and continues for an initial term of three years (**Initial Term**). Subject to clause 22.2, this MSA shall renew for a 12 month period at the end of the Initial Term and every year thereafter.
- 22.2 Either Party may terminate the MSA for convenience by giving 90 days' notice to the other Party at any time after the Initial Term. If at the date of notice by Client under this clause 22.2 any Order Forms have Subscription Terms with longer than 90 days remaining, the full Charges for that Subscription Term shall remain payable.
- 22.3 Either Party may terminate the MSA with immediate effect by giving written notice to the other Party if: (a) the other Party commits a material breach of the MSA which is not capable of remedy (or is capable of remedy, but which the other Party fails to remedy within 30 days of receiving notice specifying the breach and requiring the breach to be remedied); or (b) the other Party repeatedly breaches any of the terms of the MSA in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the MSA.
- 22.4 Either Party may terminate the MSA with immediate effect by giving the other Party notice if: (a) such other Party becomes unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; (b) such other Party ceases or threatens to cease to carry on the whole or a substantial part of its business; (c) any distress or execution shall be levied upon such other Party's property or assets; (d) such other Party shall make or offer to make any voluntary arrangement or composition with its creditors; (e) any resolution to wind up such other Party (other than for the purpose of a bona fide reconstruction or amalgamation without insolvency) shall be passed, any petition to wind up such other Party shall be presented and not withdrawn or dismissed within seven days or an order is made for the winding up of such other Party; (f) such other Party is the subject of a notice of intention to appoint an administrator, is the subject of a notice of appointment of an administrator, is the subject of an administration application, becomes subject to an administration order, or has an administrator appointed over it; (g) a receiver or administrative receiver is appointed over all or any of such other Party's undertaking property or assets; (h) any bankruptcy petition is presented, or a bankruptcy order is made, against such other Party; (i) an application is made for a debt relief order, or a debt relief order is made in relation to such other Party; (j) such other Party is dissolved or otherwise ceases to exist; or (k) the equivalent of any of these events occurs in relation to such other Party under Applicable Law.
- 22.5 For the purposes of clause 21, a breach shall be considered capable of remedy if the Party in breach can comply with the provision in question in all respects other than as to the time of performance.
- 22.6 Termination or expiry of this MSA (howsoever occurring) shall not affect either of the Parties' accrued rights or liabilities, or the coming into force or the continuance in force of any provision which is expressly or by implication intended to come into or continue in force on or after termination or expiry (including clauses 13, 14, 15, 16, 17, 18, 22.6, 22.8, 24, 25, 26 and 27).
- 22.7 Scout contains functionality for Client to export all Search Results from Scout at any time. All Search Results in Scout will be automatically deleted 30 days after the end of the Subscription Term for Scout or the MSA.
- 22.8 If requested by Client, Synalogik shall (at Client's cost) provide reasonable assistance for up to 30 days following the end of a Subscription Term for Scout or the MSA to enable Client to export Client Searches from Scout.
- 22.9 Upon termination of this MSA all licences granted to Synalogik Technology and Data Feeds shall end, and Synalogik may disable or restrict Admin Credentials and User Credentials, save that any Search Results Downloads exported prior to termination may continue to be used by Client in accordance with the licence at clause 14.6.
- 23. FORCE MAJEURE**
- 23.1 Neither Party shall be liable for any breach of the MSA directly or indirectly caused by circumstances beyond the reasonable control of that Party and which prevent that Party from performing its obligations to the other.
- 23.2 Client acknowledges and agrees that non-performance of any supplier of technology, telecoms infrastructure or data to Synalogik is not within the reasonable control of Synalogik and that if such supplier (including AWS and Data Suppliers) suffers an outage or other event this shall not be a breach of the MSA or any SLA by Synalogik. Synalogik shall use reasonable endeavours to work the problem and achieve a work-around as soon as reasonably practical should this occur, keeping Client fully and promptly informed.
- 24. MODERN SLAVERY**
- 24.1 In performing their obligations under the MSA, each Party shall comply with all Applicable Law relating to anti-slavery and human trafficking including but not limited to UK Modern Slavery Act 2015 and undertakes to require its subcontractors to do the same.
- 24.2 Each Party warrants that at the date of the MSA it has not been convicted of any offence involving slavery and human trafficking; nor has it been the subject of any investigation, inquiry or enforcement proceedings regarding any offence or alleged offence of or in connection with slavery and human trafficking.
- 25. ANTI-BRIBERY AND CORRUPTION**
- 25.1 Each Party agrees to: (a) comply with all Applicable Law relating to anti-money laundering, anti-terrorist financing, anti-fraud, anti-bribery and anti-corruption

- including but not limited to the UK Bribery Act 2010, the US Foreign Corrupt Practices Act 1977, UK Proceeds of Crime Act 2002, the UK Terrorism Act 2000 and UK Economic Crime and Corporate Transparency Act 2023; (b) not engage in any activity, practice or conduct which would constitute an offence under Sections 1, 2 or 6 of the UK Bribery Act 2010 (as amended) if such activity, practice or conduct had been carried out in the United Kingdom; and (c) promptly report to the other Party's CEO or Chair, as appropriate, any request or demand for any undue financial or other advantage of any kind received by it in connection with the performance of the MSA.
26. **ANTI-FACILITATION OF TAX EVASION**
- 26.1 Each Party shall: (a) not engage in any activity, practice or conduct which would constitute a tax evasion facilitation offence under the UK Criminal Finances Act 2017; (b) have and shall maintain such policies and procedures as are reasonable in all the circumstances to prevent bribery and corruption and/or the facilitation of tax evasion by another person; and (c) promptly report to the other Party any relevant request or demand received from a third party to facilitate the evasion of tax in connection with the performance of the MSA.
- 26.2 At such time as Synalogik qualifies as a medium or large sized non-public sector organisation (as such is described in HMRC Guidance ESM10006), Synalogik shall comply with its obligations under Chapter 10 of Part 2 of ITEPA 2003.
27. **GENERAL & INTERPRETATION**
- 27.1 Each Party shall not engage in any activity, practice or conduct that would constitute an offence under any of the applicable compliance laws if that activity, practice or conduct were to be carried out in the UK, whether in relation to the business of Client and/or Client's group of companies or otherwise.
- 27.2 Synalogik may assign, transfer, grant any security interest over or hold on trust any of its rights or obligations under the MSA or any interest in them.
- 27.3 Client shall not, without the written consent of Synalogik (which shall not be unreasonably withheld or delayed) assign or transfer any of its rights or obligations under the MSA to any third party which is not an Affiliate.
- 27.4 Client shall not directly or indirectly solicit or attempt to solicit any Synalogik employees or contractors who have worked in procuring or providing services to Client in the previous 12 months. Synalogik agrees that Client is entitled to recruit anyone via a public recruitment advertisement or campaign.
- 27.5 Nothing in the MSA is intended to or shall operate to create a partnership or joint venture of any kind between the Parties. No Party shall have the authority to bind the other Party or to contract in the name of, or create a liability against, the other Party in any way or for any purpose.
- 27.6 The Parties do not intend any third party to have the right to enforce any provision of the MSA under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 27.7 The MSA and all Order Forms under the MSA are the entire agreement between the Parties, and replaces all previous agreements and understandings between them, relating to its subject matter.
- 27.8 No variation or amendment to these terms and conditions shall be effective unless it is in writing and signed by or on behalf of each Party.
- 27.9 The rights and remedies expressly conferred by the MSA are cumulative and additional to any other rights or remedies a Party may have.
- 27.10 Notices under clauses 21 and 22 shall be in writing and delivered by hand or sent by recorded delivery post to the relevant Party at its registered address (and if not registered, principal place of business). Without evidence of earlier receipt, notices are deemed received: (a) if delivered by hand, at the time of delivery; (b) if sent by recorded delivery, at 9.00 am on the second Business Day after posting; and (c) in the case of post, it shall be sufficient to prove that the notice was properly addressed and posted or transmitted. Any other notices and communications under the MSA may be delivered in writing and/or electronically.
- 27.11 If any provision or part-provision of the MSA 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 MSA. If any provision or part-provision of the MSA is deemed deleted, Synalogik may replace it with a provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 27.12 The MSA and any non-contractual obligations arising in connection with it are governed by and construed in accordance with the laws of England & Wales, and the English & Welsh courts shall have exclusive jurisdiction to determine any dispute arising in connection with the MSA, including disputes relating to any non-contractual obligations.
- 27.13 In the MSA, the following rules of interpretation apply: (a) headings shall not affect the interpretation of the MSA; (b) a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality); (c) Order Form, its attachments, and these terms and conditions shall be subject to this order of precedence: these terms and conditions, Order Form, its attachments; (d) a reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established; (e) a reference to a group of companies is in relation to a company, that company, any subsidiary or holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company; (f) a reference to a holding company or a subsidiary means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006; (g) a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time; (h) a reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision; (i) unless the context otherwise requires, any reference to European Union law that is directly applicable or directly effective in the UK at any time is a reference to it as it applies in England and Wales from time to time including as retained, amended, extended or re-enacted; (j) a reference to writing or written includes email and other forms of online submission, such as DocuSign, (other than for the service of a notice under clauses 21 or 22); and (k) 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.