

Kanbina Limited

Terms and Conditions of Use

AGREED TERMS

1. INTERPRETATION

1.1. The definitions and rules of interpretation in this clause apply in these terms and conditions

"Authorised Users": all persons authorised by Customer to access and use the Services through Customer's account under this Agreement.

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

"Confidential Information": all information in whatever form, that relates to: the existence, negotiations for and terms of the Contract; the business and operations, affairs, customers, suppliers, developments, trade secrets, know how, personnel and Intellectual Property Rights of either party that is not identified as confidential (whether or not marked "confidential") or which ought reasonably to be considered confidential but excludes information that has become independently available to the Receiving Party or is publicly known, in each case other than as the direct or indirect results of a breach of any obligation of confidentiality or fiduciary duty owed to the Disclosing Party or that can be shown to have been lawfully in the possession of the Receiving Party before the date it was disclosed by the Disclosing Party and that the Receiving Party was not under any obligation of confidence in respect of the information;

"Contract": the contract between the Supplier and the Customer for the Supply of Services which is comprised of these terms and conditions and the Heads of Service Terms and the privacy policy.

"Customer": the person or persons specified as such in the Heads of Service Terms.

"Customer Data": any and all information, data, materials, works, expressions, or other content, including any that are (a) uploaded, submitted, posted, transferred, transmitted, or otherwise provided or made available by or on behalf of Customer or any Authorised User for processing by or through the Services, or (b) collected, downloaded, or otherwise received by Supplier or the Subscription Services for Customer or any Authorised User pursuant to this Agreement or at the written request or instruction of the Customer or such Authorised user. All output, copies, reproductions, improvements, modifications, adaptations, translations, and other derivative works of, based on, derived from, or otherwise using any Customer Data are themselves also Customer Data. For the avoidance of doubt, Customer Data includes all data of Authorised Users and personal information.

"Data Protection Laws": means all applicable data protection law, regulation, codes of practice and guidance including (without limitation) the General Data Protection Regulation, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and the Data Protection Act 2018 (and all relevant

implementations of the same), in each case as amended and in force from time to time, and all subordinate legislation made under them;

"Effective Date": the date on which the Heads of Service Terms are signed.

"Heads of Service Terms"; shall mean the executed document between the Customer and the Supplier setting out the Service Terms, technical details and payment terms.

"Invoice": shall mean the invoice provided by the Supplier to the Customer setting out the subscription fees due in exchange for the Services in the Heads of Service Terms.

"Intellectual Property Rights": all intellectual property rights, including patents, supplementary protection certificates, petty patents, utility models, trade marks, database rights, rights in designs, copyrights (including rights in computer software) and topography rights (whether or not any of these rights are registered, and including applications and the right to apply for registration of any such rights) and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these which may subsist anywhere in the world, in each case for their full term, and together with any renewals or extensions;

"IPR Claim": means any third party claim that the Intellectual Property Rights used to provide the Services or as otherwise provided by Supplier to the Customer in the fulfilment of its obligations under this Contract infringes or allegedly infringes (including the defence of such infringement or alleged infringement) that third Party's Intellectual Property Rights;

"Normal Business Hours": 8:00 am to 6:00 pm local CET time for each Business Day or such other hours as shall be agreed as confirmed in the Heads of Service Terms.

"Notice Period" shall mean the notice period as set out in clause 16.

"Services": the subscription by the Customer to gain access to and use the Software provided by the Supplier through the Customer's account with the Supplier.

"Software": Supplier's invoice processing service to be provided to Customer as part of the Services.

"Subscription Fees": the subscription fees payable by the Customer to the Supplier as set out in the Heads of Service Terms.

"Supplier": means Kanbina Ltd, whose registered office is at Level 2 Trading Boundaries, Sheffield Green, Uckfield, United Kingdom, TN22 3RB, Company number: 11980937.

"Term": has the meaning given in clause 16.1 together with any subsequent Renewal Periods.

"Unauthorised Access": means access to, or use of, the Services by a third party using the Customer's or its Authorised Users' credentials whether or not deliberately facilitated by the Customer.

"VAT" means value added tax and any similar sales, consumption or turnover tax whether chargeable in the United Kingdom or elsewhere in the world.

- 1.2. A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns.
- 1.3. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.4. A reference to writing or written includes e-mail (subject to clauses 16.7 and 16.8).

2. BASIS OF CONTRACT

- 2.1. The Heads of Service Terms constitutes an offer by the Customer to subscribe for the Services in accordance with these terms and conditions.
 - 2.2. The Heads of Service Terms shall only be deemed to be accepted when the Supplier signs the Heads of Service Terms and the Contract shall come into existence on the Effective Date.
 - 2.3. These terms and 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.
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3. SUPPLY OF SERVICES

- 3.1. The Supplier shall make the software available to the Customer following completion of the implementation of the Software, as further described in the Heads of Service Terms, to the Customer's account provided that the Customer has met all of their obligations under this Agreement.
 - 3.2. The Supplier shall at its own expense provide the Customer with training on how to use the Software either at the Customer's premises or remotely online (in each case to be agreed between the parties).
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4. SUBSCRIPTION

- 4.1. The Supplier hereby grants to the Customer a non-exclusive, non-transferable right to use the Services in accordance with these terms and conditions during the Term solely for the Customer's business operations (the "**Subscription**").
 - 4.2. The Customer shall not, 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 these terms and conditions:
 - 4.2.1. attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software in any form or media or by any means; or
 - 4.2.2. attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or
 - 4.2.3. access all or any part of the Services in order to build a product or service which competes with the Services; or
 - 4.2.4. license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services available to any third party except the Authorised Users without Supplier's written consent, or
 - 4.2.5. attempt to obtain, or assist third parties in obtaining, access to the Services, other than as provided under this clause 4.
 - 4.3. The rights provided under this clause 4 are granted to the Customer only, and shall not be considered granted to any subsidiary or holding company of the Customer.
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5. UNAUTHORISED ACCESS

- 5.1. If the Supplier discovers or has reason to believe, that any password or other access have been accessed by or used by any individual who is not an Authorised User, or that the Customer has not taken reasonable steps to prevent Unauthorised Access 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.
 - 5.2. The Customer shall use all reasonable endeavours to prevent any Unauthorised Access to the Services and, in the event of any such unauthorised access or use, promptly notify the Supplier.
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6. SERVICES

- 6.1. The Software provides an alternative method to that of email and manual processes for entering information into a financial system. The Software does not form financial records and hence is not a finance system, rather a productivity tool.

- 6.2. The Supplier shall, during the Term, provide the Services and make available the Software to the Customer on and subject to the terms of these terms and conditions and in accordance with Exhibit A of these terms of conditions.
- 6.3. The Supplier shall make the Services available 24 hours a day, seven days a week, except for:
- 6.3.1. planned maintenance carried out during the maintenance window of 10.00 pm to 2.00 am UK time, provided that Supplier gives the Customer at least 3 Business Days' notice in advance. Planned maintenance will not exceed more than 8 hours per month; and
 - 6.3.2. The Supplier will, as part of the Services and at no additional cost to the Customer, provide the Customer with the Supplier's standard customer support services during Normal Business Hours subject to its fair use policy. If the Supplier at any time considers that the Customer is likely to be in breach of its fair use policy it shall advise the Customer and request that it reduces such usage appropriately. If usage is not reduced appropriately then any use of the Supplier's standard customer support services in excess of the fair use policy shall be invoiced separately at the Supplier's then current rates.
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7. CUSTOMER DATA

- 7.1. The Supplier shall, in providing the Services, comply with its Privacy Policy relating to the privacy and security of any Customer Data available at [here](#) 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.
- 7.2. If the Supplier processes any personal data on the Customer's behalf when performing its obligations under the Contract, the parties record their intention that the Customer shall be the data controller and the Supplier shall be a data processor and in any such case:
- 7.2.1. The Supplier shall only process Customer Data to the extent, and in such a manner, as is necessary for the provision of the Services and shall not process Customer Data for any other purpose;
 - 7.2.2. The Supplier shall process the Customer Data in compliance with, and shall not cause itself or the Customer to be in breach of the Data Protection Laws;
 - 7.2.3. the Supplier agrees that it may not transfer or store Customer Data outside the EEA or the country where the Customer and the Authorised Users are located in order to carry out the Services and the Supplier's other obligations under these terms and conditions, other than with the express prior written consent of Customer;
 - 7.2.4. the Customer shall ensure that the Customer is entitled to transfer the Customer Data to the Supplier so that the Supplier may lawfully process the Customer Data in accordance with the Contract;
 - 7.2.5. the Customer shall ensure that the relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer as required by Data Protection Laws; and
 - 7.2.6. each party shall take appropriate technical and organisational measures against unauthorised or unlawful processing of Customer Data and against accidental loss, alteration, disclosure or destruction of or damage to Customer Data.

8. CONFIDENTIALITY

- 8.1. Each party (the **"Receiving Party"**) shall keep the other Party's (the **"Disclosing Party"**) Confidential Information confidential and safeguard it accordingly and shall:
- 8.1.1. Not (and shall not permit any third party to) use such Confidential Information other than for the purpose of exercising its rights or performing its obligations under this Agreement (a **"Permitted Purpose"**);
 - 8.1.2. Not confirm, deny or disclose to any third party in any way, copy or adapt such Confidential Information except as expressly provided in clause 8.2;
 - 8.1.3. Take (at its own expense) all reasonable security precautions or other steps to protect the Confidential Information and ensure that the obligations of this Contract are met; and
 - 8.1.4. Notify the Disclosing Party immediately upon discovery of any unauthorised use or disclosure of the Confidential Information and will cooperate with the Disclosing Party to prevent further unauthorised use or disclosure.

8.2. A Receiving Party may disclose the Disclosing Party's Confidential Information to such of its representatives as need to know the information for the Permitted Purpose and shall ensure that such representatives are aware of and comply with the provisions of this clause 8.2.

8.2.1. If any Confidential Information is required to be disclosed by law, court order or any government or regulatory authority by the Receiving Party then the Receiving Party shall, to the extent legally permissible, notify the Disclosing Party of the circumstances and extent of the disclosure as early as reasonably possible before it. Is required to make such disclosure and shall take all reasonable action to avoid and limit such disclosure. The parties agree that neither party shall be in breach of this Contract where it makes such a disclosure in accordance with this clause 8.2.1.

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1. Provider acknowledges that, as between Supplier and Customer, Customer owns all right, title, and interest, including all Intellectual Property Rights, in and to the Customer Data. Customer hereby grants to Supplier a non-exclusive, royalty-free, worldwide licence to reproduce, distribute and use and display the Customer Data solely to the extent necessary for Supplier to provide the Services to the Customer.
- 9.2. Customer acknowledges that, as between Customer and Supplier, Supplier owns all right, title and interest, including all Intellectual Property Rights, in and to the Software.

10. THIRD PARTY PROVIDERS

- 10.1. The Customer acknowledges that the Services involve analysing data collected from third party websites and services. The Supplier makes no representation or commitment and shall have no liability or obligation whatsoever in relation to the content or use of any such third-party websites or services.
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11. SUPPLIER'S OBLIGATIONS

- 11.1. The Supplier undertakes that the Services will be provided in accordance with the Heads of Service Terms and the Services will be performed with reasonable skill and care and in accordance with best practice in the Supplier's industry, profession or trade.
- 11.2. If the Services do not conform with the foregoing undertaking, Supplier will, at its expense correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance.
- 11.3. During the Term, the Supplier shall make the Services available in accordance with the service levels set out in Exhibit A. Throughout the Term, the Supplier shall maintain a business continuity and disaster recovery plan for the Services and implement such plan in the event of any unplanned interruption of the Services.
- 11.4. The Supplier warrants that, during the Term:
- 11.4.1. the Services will conform in all material respects to the Heads of Service Terms;
 - 11.4.2. the Services will be provided in compliance with all applicable law and do not contain any virus or other malicious code; and
 - 11.4.3. it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under the Contract.
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12. CUSTOMER'S OBLIGATIONS

- 12.1. The Customer shall:
- 12.1.1. provide the Supplier with all necessary co-operation in relation to these terms and conditions; and
 - 12.1.2. provide the Supplier with all necessary access to such information as may be required by the Supplier; in order to provide the Services, including security access information and configuration services;
 - 12.1.3. comply with all applicable laws and regulations with respect to its activities under these terms and conditions;
 - 12.1.4. carry out all other Customer responsibilities set out in these terms and conditions in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance under this clause 12, as

agreed by the parties, the Supplier may adjust any agreed timetable or delivery schedule as reasonably necessary and as agreed between the parties in writing;

- 12.1.5.ensure that the Authorised Users use the Services in accordance with the terms and conditions of these terms and conditions and shall be responsible for any Authorised User's breach of these terms and conditions;
- 12.1.6.obtain and shall maintain all necessary licences, consents, and permissions necessary for the Supplier, its contractors and agents to perform their obligations under these terms and conditions, including without limitation the Services;
- 12.1.7.comply with all local laws and regulations relating to the Services and advise the Supplier promptly if the Services breach or are in contravention of any of the same;
- 12.1.8.ensure that its network and systems comply with the relevant specifications provided by the Supplier from time to time; and
- 12.1.9.be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to the Supplier's data centres, and shall be responsible for any problems, 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.

13. CHARGES AND PAYMENT

- 13.1. The Customer shall pay the Subscription Fees to the Supplier for the Services in accordance with this clause 13 and the Heads of Service Terms. Any additional charges shall be agreed between the parties in writing.
- 13.2. The Customer shall on the Effective Date provide to the Supplier approved purchase order information reasonably acceptable to the Supplier and any other relevant valid, up-to-date and complete contact and billing details.
- 13.3. All amounts and fees stated or referred to in these terms and conditions and the Heads of Service Terms:
 - 13.3.1.shall be payable in pounds sterling or other currency as confirmed in the Heads of Service Terms;
 - 13.3.2.are, subject to clauses 13.12 and 14, non-cancellable and non-refundable;
 - 13.3.3.are exclusive of value added tax, which shall be added to the Supplier's invoice(s) at the appropriate rate.
 - 13.3.4.The Supplier may increase the Subscription Fees at the start of each Renewal Period upon 30 days' prior notice to the Customer and the Subscription Fees set out in the Heads of Service Terms shall be deemed to have been amended accordingly.
- 13.4. Kanbina shall invoice the Customer for the Subscription Fee at the time specified in the Heads of Service Terms, and the Customer shall pay all undisputed Subscription Fee to Kanbina within thirty days of the receipt of a valid Kanbina' invoice.
- 13.5. The Service Charge payable by the Customer to Kanbina shall be due monthly in areas commencing at the end of each months service.
- 13.6. Kanbina may upon Customer's request in its sole discretion provide services in addition to initial allowance set out in the Heads of Service Terms and reserves the right to charge the Customer Kanbina's set rate for an additional allowance.
- 13.7. The Service Charge is exclusive of all taxes (including VAT or other applicable sales tax) and duties which the Customer shall pay in addition to the Service Charge at the then applicable rate.
- 13.8. All amounts falling properly and due and owing under this Agreement shall be paid in full without any deduction or withholding other than as required by law and neither party shall be entitled to assert any credit, set-off or counterclaim against the other in order to justify withholding payment of any such amount in whole or in part.
- 13.9. If the Customer is required by law to make any withholding or deduction from the Service Charge the Customer shall pay the full amount of the Service Charge to Kanbina and shall pay the amount of any such withholding or deduction to the appropriate authority. The parties shall cooperate and use all reasonable endeavours to obtain ay available relief from withholding or deduction.
- 13.10. Notwithstanding any other term of this Agreement, Kanbina shall be under no obligation to perform the Service and may suspend its performance of the Service if, and for so long as, the Customer fails to pay the Service Charge or any part of it when the Service Charge is undisputed and falls properly due and owing in accordance with this agreement.
- 13.11. If the Customer fails to pay any amount due under this Agreement by the appropriate date, Kanbina would be entitled to claim interest on overdue invoices at the rate of 1% over the Bank of England official dealing rate.
- 13.12. Kanbina may revise its standard rates from time to time. For the avoidance of doubt such revision shall not affect the Service Charge.

13.13. If either party executed their right to terminate under clause 16 of this Agreement of any such notice period as stated in the Heads of Services Terms then:

13.13.1. Provided that the Customer has paid the Subscription fees by the due date (30 days from invoice date) in accordance with the Contract;

13.13.2. no sums, whether relating to the Services or otherwise, are due to the Supplier from the Customer; and

13.13.3. the termination of the Subscription is lawful, in accordance with these terms or the Heads of Service Terms between the Customer and the Supplier,

the Customer shall be entitled to a refund of a proportion of the Subscription Fees depending on when the Termination Date occurs.

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 Services and/or the Software, so far as Customer's such use breaches Customer's obligations under clause 12.

14.2. The Supplier shall defend, indemnify and hold harmless the Customer against any claims, actions, proceedings, and all losses, damages, fines, judgments, demands, fees, costs, expenses and liabilities (including consequential losses and loss of profit) of any nature (including legal fees and disbursements on a full indemnity basis) suffered or incurred by any of them as a result of:

14.2.1. any IPR Claim; and

14.2.2. any breach by supplier of its obligations under clauses 7, 8 and 11.4.2.

15. LIMITATION OF LIABILITY

15.1. Nothing in this Agreement shall limit either party's liability for: (i) death or personal injury resulting from its negligence or that of its employees, agents or subcontractors; (ii) fraud, fraudulent misstatement or fraudulent misrepresentation; or (iii) any liability that cannot be limited or excluded by applicable law.

15.2. Nothing in this Agreement shall exclude or limit the Supplier's liability under the indemnities in clause 14.2.

15.3. Subject to clause 15.1 and 15.2, the liability of the Supplier to the Customer in respect of loss or damage suffered by the Customer arising out of or in connection this Agreement, whether in contract, tort (including negligence) or for breach of statutory duty or in any other way, shall not in respect of all claims (whether or not connected) exceed 100% of the total Subscription Fees paid or payable by Customer during the Term.

15.4. Subject to clause 15.1, the liability of the Customer to the Supplier in respect of loss or damage suffered by the Supplier arising out of or in connection this Agreement, whether in contract, tort (including negligence) or for breach of statutory duty or in any other way, shall not in respect of all claims (whether or not connected) exceed 100% of the total Subscription Fees paid or payable by Customer during the Term.

16. TERM AND TERMINATION

16.1. The Contract shall, unless otherwise terminated as provided in this clause 16, commence on the Effective Date and shall continue for the duration of the Term and, thereafter, these terms and conditions shall be automatically renewed for successive periods of time equal to the Term (each a "Renewal Period"), unless:

16.1.1. either party notifies the other party of termination, in writing, no less than 30 days before the end of the Term or any Renewal Period, in which case these terms and conditions shall terminate upon the expiry of the Term or relevant Renewal Period;

16.1.2. either party serves notice on the other party in accordance with the termination and notice period set out in the Heads of Services Terms; or

16.1.3. otherwise terminated in accordance with the provisions of these terms and conditions.

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

- 16.2.1. the other party fails to pay any undisputed amount due under the Contract on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment;
 - 16.2.2. the other party commits a material breach, including Supplier's failure to meet its service levels as set out in Exhibit A, of any other term of these terms and conditions which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of five Business Days after being notified in writing to do so;
 - 16.2.3. 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;
 - 16.2.4. 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;
 - 16.2.5. the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.
- 16.3. On termination of the Contract for any reason:
- 16.3.1. all licences granted under these terms and conditions shall immediately terminate;
 - 16.3.2. each party shall return and make no further use of any equipment, property, and other items (and all copies of them) belonging to the other party;
 - 16.3.3. 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 these terms and conditions which existed at or before the date of termination shall not be affected or prejudiced.
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17. FORCE MAJEURE

- 17.1. The Supplier shall have no liability to the Customer under these terms and conditions if it is prevented from or delayed in performing its obligations under these terms and conditions, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, the widespread 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 or storm provided that the Customer is notified of such an event and its expected duration.
- 17.2. The Supplier shall
- 17.2.1. as soon as reasonably practicable after the start of any of the aforementioned force majeure events notify the Customer of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the event on its ability to perform any of its obligations under the Contract; and
 - 17.2.2. use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.
- 17.3. If the relevant force majeure event prevents, hinders or delays the Supplier's performance of its obligations for a continuous period of more than 30 days, the Customer may terminate this agreement by giving 1 weeks' written notice to the Supplier.

18. GENERAL

- 18.1. No variation of these terms and conditions shall be effective unless it is in writing and signed by the parties.
- 18.2. A failure or delay under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 18.3. If any provision (or part of a provision) of these terms and conditions is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force taking into consideration if some part of it were deleted, the provision would become enforcement such shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

- 18.4. In the event of conflict between this Agreement and any Heads of Service Terms agreed between the Customer and the Supplier the Heads of Service Terms shall prevail over this Agreement following by this Agreement and then any accompanying documentation.
- 18.5. These terms and conditions, and any documents referred to in them, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.
- 18.6. Either party shall not, without the prior written consent of the other party, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under these terms and conditions. Save that either party shall be entitled to assign the Contract in full to any company by which it is acquired or into which it merges without the consent of the other party
- 18.7. The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 18.8. Any notice required to be given under these terms and conditions shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post or email to the other party at its address set out in the Heads of Service Terms, or such other address as may have been notified by that party for such purposes.
- 18.9. 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. A notice sent by email shall be deemed to have been received at 0900 on the first Business day following transmission (as shown by the timed printout obtained by the sender).
- 18.10. 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 both parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any such dispute or claim.

Signed and Agreed

Company		Kanbina Ltd.
Role		Finance Director
Name		Nicola Sutcliffe
Date		
Signed		

EXHIBIT A – SERVICE LEVELS AND SUPPORT

1. **Target Availability.** Supplier will use commercially reasonable efforts to make the Services available with an uptime of 99.8% of each calendar month ("**Target Availability**").
2. **Exclusions.** The calculation of uptime will not include unavailability to the extent due to: (a) use of the Service by Customer in a manner not authorized in the Contract; (b) general Internet problems, force majeure events or other factors outside of the Supplier's reasonable control; (c) Customer's equipment, software, network connections or other infrastructure; or (d) Planned Maintenance or reasonable emergency maintenance.
3. **Planned Maintenance.** "**Planned Maintenance**" means the Supplier's planned routine maintenance of the Services as set out in clause 6.3 of these terms of conditions.