

THIS AGREEMENT is made between **CORBETT ENGINEERING LIMITED, TRADING AS CELCAT**, a company registered in England and Wales under company number 01448722, VAT number: 418696219, whose registered office is at Suite 6 The Gardens, Coleshill Manor Office Campus, South Drive, Coleshill, United Kingdom, B46 1DL ("**Company**") and **<# <Content Select="/Contract/Name"/> #>**, whose registered office is at **<# <Content Select="/Contract/ShippingAddress"/> #>**. ("**Customer**").

TERMS & CONDITIONS

Please read these Terms and Conditions carefully before signing this Agreement for solutions and services outlined in the Order Form and offered by Company.

By signing this Agreement, you the Customer agree to our Terms and Conditions set out in this Agreement and the [Policies](#) published on Company's website as amended from time to time. These Policies may be updated as required.

If you do not wish to be bound by these Terms and Conditions, then you should not sign this Agreement to purchase or trial Company solutions and services.

IT IS AGREED BETWEEN THE PARTIES THAT:

1. Definitions

In this Agreement the following terms shall have the following meanings:

"Agreement"	means these Terms and Conditions together with the Order Form;
"Artificial Intelligence"	means functionality that generates Outputs using statistical or machine-learning techniques to assess Inputs submitted to it;
"Authorised Users"	means employees, external examiners and lecturers, auditors, agents, consultants or independent contractors of the Customer who have been expressly authorised by the Customer and are acting under the Customer's authority to receive a password in order to access the Solution or Services online;
"AUP"	means the Authorised Use Policy of the Company published on the Company website as amended from time to time;
"Business Day"	means Monday to Friday excluding any national holiday in the UK;
"Client"	means any entities or persons to whom the Customer provides its services;
"Company"	means Corbett Engineering Limited trading as Celcat;
"Confidential Information"	means any and all information in any form whatsoever relating to the Company or the Customer, or the business, prospective

business, finances, technical process, computer software (both source code and object code) and IPR of the Company or the Customer (as the case may be), or compilations of two or more items of such information, whether or not each individual item is in itself confidential, which comes into a party's possession as a result of this Agreement or provision of the Solution or Services, and which the party regards, or could reasonably be expected to regard, as confidential;

“Consequential Loss”

means pure economic loss, special loss, losses incurred by any Client or other third party, losses arising from business interruption, loss of business revenue, goodwill or anticipated savings, losses whether or not occurring in the normal course of business, costs of procuring substitute goods or product(s) or wasted management or staff time;

“Cookie Policy”

Means the Cookie Policy of the company published on the Company website as amended from time to time;

“Customer Data”

means all data imported into the Solution or Services for the purpose of using the Solution and Services or facilitating the Customer's use of the Solution and Services, including any Inputs and Outputs;

“Customer”

means the customer identified in this Agreement above;

“Documentation”

means the training materials and user manuals relating to the use of the Solution or Services, as well as any additional documentation that the Company specifically creates for the Customer or otherwise provides to the Customer to assist in the correction of any issue with the Solution or Services;

“Effective Date”

means the effective date set out in the Order Form;

“Feedback”

means feedback, innovations or suggestions created by the Customer, Authorised Users or Clients regarding the attributes, performance or features of the Solution or Services;

“Fees”

means the fees set out in the Order Form payable by the Customer during the Term, after the expiry of the Trial Period (if applicable) for the Solution and Services;

“Force Majeure”

means anything outside the reasonable control of a party, including but not limited to acts of God, fire, storm, flood, earthquake, explosion, accident, acts of the public enemy, war, rebellion, insurrection, sabotage, epidemic, quarantine restriction, labour dispute, labour shortage, power shortage (including where the Company ceases to be entitled to access the Internet for whatever reason) transportation embargo, failure or delay in transportation, any act or omission

(including laws, regulations, disapprovals or failure to approve) of any government or government agency;

“Functional Description”	means the description of the Solution set out in the Order Form;
“Illegal Content”	means any data or content which is defamatory, or constitutes a breach of the IPR or legal rights of any third party;
“Initial Term”	means the initial term set out in the Order Form;
“Input”	means any information submitted to Artificial Intelligence functionality by the Customer;
“IPR”	means any intellectual property rights registrable or recognisable at law, including but not limited to all copyrights, patents, utility models, trademarks, service marks, registered designs, moral rights, design rights (whether registered or unregistered), technical information, know-how, database rights, semiconductor topography rights, business names and logos, computer data, generic rights, proprietary information rights and all other similar proprietary rights (and all applications and rights to apply for registration or protection of any of the foregoing) as may exist anywhere in the world;
“Order Form”	means the Company’s order form signed by the parties or for online sales, any Company order form completed online by the Customer;
“Output”	means any data, recommendation, schedule, insight, or content generated by Artificial Intelligence;
“Permitted Purpose”	means the Customer’s internal business purposes;
“Privacy Policy”	Means the Privacy Policy of the company published on the Company website as amended from time to time;
“Professional Services”	means the training, consultancy and bespoke services to be provided by the Company, as set out on the Order Form;
“Renewal Term”	means the renewal period set out in the Order Form;
“Services”	means the support and maintenance services and the Professional Services provided to the Customer in relation to the Solution;
“Solution”	means the hosted, cloud-based software application made available by the Company on a software-as-a-service basis;
“Statistical Data”	means aggregated, anonymised data derived from the Customer or user’s use of the Solution and Services which does not include any personal data or Customer Confidential Information;

“Terms and Conditions”	means this Terms and Conditions document;
“Term”	means the Initial Term together with any subsequent Renewal Terms;
“Trial Period”	means any free trial period included in an Order Form;
“Updates”	means any new or updated applications services or tools (including any software programmes) made available by the Company as part of the Solution or Services during the Term.

2. Solution and Services

- 2.1. The Customer engages the Company and the Company agrees to provide the Solution, Services and Documentation to the Customer in accordance with the terms of this Agreement from the Effective Date for the Term.
- 2.2. The Customer and Authorised Users shall use the Solution and Services in accordance with the terms of the AUP.
- 2.3. If the Customer wishes to purchase additional Solutions and Services after the Effective Date, such Solutions and Services shall be set out in one or more additional Order Forms, which will be signed by both parties and incorporated into this Agreement.
- 2.4. The Company shall use reasonable endeavours to make the Solution available to the Customer on a continuous basis during the Term, subject to scheduled maintenance, emergency maintenance, and circumstances beyond the Company’s reasonable control.
- 2.5. Company may from time to time, at its discretion, upgrade or modify the Solution. Such upgrades and modifications will be performed by the Company for no additional fee.
- 2.6. The Company may from time to time suspend access to the Solution in whole or in part for the purposes of maintenance, security, performance optimisation, or compliance with applicable law. Where reasonably practicable, the Company shall provide the Customer with advance notice of any planned suspension.
- 2.7. The Customer acknowledges that availability of the Solution may be affected by factors outside the Company’s control, including failures or interruptions of third-party hosting, cloud infrastructure, telecommunications networks, or internet services.
- 2.8. Except as expressly stated in this Agreement, the Company does not warrant that the Solution will be available without interruption or error.

3. Right to Access the Solution and Services

- 3.1. Subject to the Customer’s payment of the Fees, the Customer is granted a limited, non-exclusive, non-transferable right to access and use the Solution and Services on a subscription basis during the Term, solely for the Permitted Purpose. No software is delivered to the Customer and no copying rights are granted other than transient technical copies strictly necessary for lawful access to the Solution via the Internet. The Solution is provided as an electronically supplied service.
- 3.2. Notwithstanding the Customer’s statutory rights, no right to modify, adapt, or translate the Solution or Services or create derivative works from the Solution or Services is granted to the Customer.

- 3.3. The Customer is solely responsible for ensuring that it has adequate facilities (including terminals, hardware, software and internet connectivity) to enable the Customer and its Authorised Users to access and use the Solution and Services via the internet. Company will provide or make available to the Customer, in timely fashion, all passwords and other information necessary to access the Solution and Services in accordance with this Agreement.
- 3.4. The Customer may not permit any third party, except for Authorised Users acting on behalf of the Customer as defined in this Agreement, to access the Solution or Services, nor resell, sublicense, or otherwise make the Solution or Services available to any third party, except as expressly permitted under this Agreement.
- 3.5. The Company may monitor access to and use of the Solution and Services for the purposes of operating, securing, supporting, and enforcing this Agreement and the AUP, including usage measurement and compliance monitoring. Any such monitoring shall be carried out in accordance with applicable data protection laws and the Company's Privacy Notice.
- 3.6. The Customer must not, and must not permit any Authorised Users to:
- 3.6.1. use or access or permit the use of or access to the Solution or the Services for any purpose other than the Permitted Use without the expressed prior consent of the Company;
 - 3.6.2. use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, "data mine," or in any way reproduce or circumvent the navigational structure or presentation of the Solution or Services;
 - 3.6.3. transmit during access to the Solution or Services anything that contains, or may contain, a virus or other property that may be contaminating or destructive to the Solution or Services; or
 - 3.6.4. reverse engineer or reverse compile or permit any third party to reverse engineer or reverse compile, any of the Solution or Services or any component parts thereof.
- 3.7. Except as otherwise expressly stated in this Agreement, risk of loss or damage to the Customer Data remains with the Customer at all times.

4. Intellectual Property Rights

- 4.1. All IPR and title to the Solution, Services and Documentation (save to the extent these incorporate any Customer Data, Customer IPR or third party owned item) shall remain with the Company and/or its licensors and subcontractors and/or its cloud infrastructure and technology licensors. No interest or ownership in the Solution, Services, Documentation, IPR or otherwise is transferred to the Customer under this Agreement. For the avoidance of doubt, this Agreement does not grant the Customer any licence to the software itself or to any Intellectual Property Rights other than the limited right to access and use the Solution during the Term.
- 4.2. The Customer shall retain sole ownership of all rights, title and interest in and to Customer Data and its pre-existing IPR and shall have the sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data. The Customer grants the Company a

non-exclusive licence to use Customer Data, Customer IPR and any third party owned item from the Effective Date for the Term to the extent required for the provision of the Solution and Services.

- 4.3. The Customer shall not remove any proprietary marks or copyright notices from the Solution, Documentation or Services.
- 4.4. The Customer grants the Company a non-exclusive, non-transferable, revocable licence to display the Customer's name, logo and trademarks, as designated and/or amended by the Customer from time to time and as required in the creation of correspondence, documentation and website front ends in the provision of the Solution and Services.
- 4.5. The Customer assigns all rights, title and interest in any Feedback to the Company. If for any reason such assignment is ineffective, the Customer shall grant the Company a non-exclusive, perpetual, irrevocable, royalty free, worldwide right and licence to use, reproduce, disclose, sub-licence, distribute, modify and exploit such Feedback without restriction.
- 4.6. The Customer grants the Company the perpetual right to use Statistical Data and nothing in this Agreement shall be construed as prohibiting the Company from using the Statistical Data for business and/or operating purposes, provided that the Company does not share with any third party Statistical Data which reveals the identity of the Customer or Customer's Confidential Information.
- 4.7. The Company may take and maintain technical precautions to protect the Solution and Services from improper or unauthorised use, distribution or copying.

5. Artificial Intelligence

- 5.1. The Parties acknowledge that tools featuring Artificial Intelligence may be embedded in the Solution, and its use may be triggered upon receipt of an Input submitted by the Customer.
- 5.2. The Customer acknowledges that Outputs generated by Artificial Intelligence are recommendations only, and the Customer is responsible for verifying the accuracy of any Outputs generated by Artificial Intelligence which are generated from Inputs submitted by the Customer.

6. Term

- 6.1. This Agreement shall commence on the Effective Date for the Initial Term. At the expiry of the Initial Term, this Agreement shall automatically renew for Renewal Terms and continue until either party terminates the Agreement by giving the other at least 60 days' notice in writing prior to the start of a Renewal Term. Neither party may terminate the Agreement during the Initial Term., except where the purported termination is in accordance with section 14.2, 14.3 or 14.4.

7. Third Party Providers and Interfaces

- 7.1. The Customer acknowledges that the Solution is provided as a cloud-hosted software-as-a-service offering and is delivered using infrastructure, platform, and services provided by third-party hosting and cloud service providers.
The Company remains responsible for the provision of the Solution in accordance with this Agreement, notwithstanding its use of such third-party hosting or infrastructure providers.

The Company shall not be liable for any failure, delay, or unavailability of the Solution to the extent caused by a failure or outage of a third-party provider that is beyond the Company's reasonable control.

Details of third-party sub-processors, including hosting and infrastructure providers, are set out in the Sub-Processors List.

- 7.2. The Customer acknowledges that use of the Solution and Services may enable or assist the Customer to connect to, interface with, or exchange data with third-party systems, applications, or services chosen or operated by the Customer.

Any such third-party systems, applications, or services are provided under separate terms between the Customer and the relevant third-party. The Company makes no representation or commitment and shall have no liability or obligation whatsoever in relation to the content, operation, availability or performance of any such third-party systems or services.

- 7.3. The Company shall use reasonable efforts to ensure that any interface or integration provided by the Company operates in accordance with its published Documentation. The Customer acknowledges that the successful operation of any interface or integration is dependent upon the configuration, availability, and operation of the relevant third-party systems and the Customer's own systems. The Company shall not be liable for failures in the operation of any interface or integration arising from acts or omissions of the Customer or any third party.

If an issue arises in relation to any interface or integration provided by the Company, the Company shall use reasonable efforts to investigate and, where reasonably practicable, resolve the issue.

- 7.4. The Customer acknowledges and agrees that it is responsible for:

7.4.1. Ensuring that it has the necessary rights and permissions to connect the Solution to any third-party systems or services;

7.4.2. Procuring and maintaining any third-party products or services required for such integrations; and

7.4.3. Ensuring that any third party cooperates with the Company as reasonably required to enable integration or integration operation.

8. Fees and Invoicing

- 8.1. The Company is entitled to refuse any order placed by a Customer. If an order is accepted, the Company will confirm acceptance by issuing an invoice.

- 8.2. The Company shall invoice the Customer the Fees set out in the Order Form. All invoices shall be issued and paid in the currency stated in the Order Form. All Fees exclude any Value Added Tax legally payable on the date of the invoice, which shall be paid by the Customer in addition, where applicable.

- 8.3. All Fees shall be invoiced as set out in the Order Form.

- 8.4. Fees are calculated based upon student numbers and are subject to the reasonable usage terms set out in the Order Form and/or AUP, if applicable.

- 8.5. The Company's cloud environment is hosted by a third party who may adjust prices for hosting without notice. The Company reserves the right to adjust the Fees in order to pass on any uplift in costs from the third party host to the Customer.
- 8.6. Subject to clause 8.5, Fees per user remain fixed for the Initial Term of the Agreement. After the Initial Term, the Company may on each subsequent anniversary of the Effective Date, increase the Fees.
- 8.7. Fees for additional Professional Services are quoted job by job and are at the then-current rates for those services.

9. Payment Terms

- 9.1. The Customer shall pay the Company the Fees for the provision of the Solution and Services under this Agreement as set out in the Order Form.
- 9.2. Unless stated otherwise in the Order Form, payment of all Fees is due in full without set-off or deduction within 30 days of the date of invoices (Payment Due Date). If the Customer believes that any invoice is incorrect, it must notify the Company in writing within 10 days of the invoice date.
- 9.3. Where payment of any Fee is not received on or before the Payment Due Date, the Company may, without liability to the Customer, disable the Customer's password, account and access to all or part of the Solution and Services and the Company shall be under no obligation to provide any or all of the Solution or Services while the invoice(s) concerned remains unpaid. The Company shall be entitled to charge interest on overdue Fees at the applicable statutory rate.
- 9.4. The Company reserves the right to recover any costs it incurs in recovering overdue payments.

10. Confidential Information

- 10.1. Each party may use the Confidential Information of the other only for the purposes of this Agreement. Each party must keep confidential all Confidential Information disclosed to it, except where the recipient of Confidential Information is required to disclose the Confidential Information by law to any regulatory, governmental or other authority with relevant powers to which either party is subject.
- 10.2. Each party may disclose the Confidential Information of the other party to those of its employees and agents who need to know the Confidential Information for the purposes of this Agreement, but only if the employee or agent is bound by confidentiality undertakings equivalent to those set out in this Agreement.
- 10.3. Both parties agree to return (or destroy) all documents, materials or data containing Confidential Information to the disclosing party without delay upon completion of the Services or termination or expiry of this Agreement.
- 10.4. The obligations of confidentiality under this Agreement do not extend to Confidential Information that:
- 10.4.1. Was already in the other party's lawful possession; or

- 10.4.2. Is, or after the Effective Date, becomes publicly known other than through any act or omission of the receiving party; or
 - 10.4.3. Is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or
 - 10.4.4. Is independently developed by the receiving party, which independent development can be shown by written evidence; or
 - 10.4.5. Is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.
- 10.5. If either party is required to disclose any Confidential Information pursuant to clause 10.4.5 such party shall, where lawfully permitted to do so:
- 10.5.1. Promptly consult with and take into account any comments from the other party prior to making any disclosure; and
 - 10.5.2. Co-operate with the other party to ensure that any exemptions or other legitimate means of preventing disclosure or limiting disclosure are used to the fullest extent possible.

11. Data Protection

- 11.1. Each party undertakes to comply with its obligations under relevant applicable data protection laws.
- 11.2. To the extent that personal data is processed when the Customer or Authorised Users use the Solution and Services, the parties acknowledge that the Company is a “data processor” and the Customer is a “data controller” within the meaning of such terms or similarly-defined terms in the applicable data protection laws, and the parties shall comply with their respective obligations under applicable data protection laws and the terms of any Data Protection Agreement entered into by the parties.
- 11.3. If a third party alleges infringement of its data protection rights, the Company shall be entitled to take measures necessary to prevent the infringement of such third party’s rights from continuing.
- 11.4. Where the Company collects and processes personal data of the Customer, as a data controller, when providing the Solution and Services to the Customer, such collection and processing shall be in accordance with the Privacy Policy and Cookie Policy.

12. Representations and Warranties

- 12.1. Each party warrants and represents that:
 - 12.1.1. It has full corporate power and authority to enter into this Agreement and to perform the obligations required hereunder;
 - 12.1.2. The execution and performance of its obligations under this Agreement does not violate or conflict with the terms of any other agreement to which it is a party and is in accordance with any applicable laws; and
 - 12.1.3. It shall respect all applicable laws and regulations, governmental orders and court orders, which relate to this Agreement.
- 12.2. The Company warrants to the Customer that:

- 12.2.1. It has the right to provide the Solution and Services;
 - 12.2.2. The Services shall be performed with reasonable skill and care and in a professional manner in accordance with good industry practice;
 - 12.2.3. The Solution will operate to provide in all material respects the facilities and functions implemented by the Company as set out in the Functional Description. If there is a breach of this warranty, the Company shall use reasonable commercial endeavours, to correct any material defect or to replace the defective Solution. Notwithstanding the aforesaid, the Company shall only be obliged to remedy any material defect if: (i) the Customer notifies the Company in writing immediately upon discovering the defect; and (ii) following the Company's examination of the Solution, it is established that such a defect exists.
- 12.3. The warranties in this clause 12 shall not cover deficiencies or damages relating to:
- 12.3.1. Any third party components not provided by the Company; or
 - 12.3.2. Any third party provided connectivity necessary for the provision or use of the Solution and Services; or
 - 12.3.3. Compliance with third party software or products, non-Company programmes or data used in combination with the Solution or Services except as set out in the Order Form; or
 - 12.3.4. A failure of the Solution to conform with the Functional Description caused by the use or operation of the Solution by the Customer with an application or in an environment other than that set out in the Order Form; or
 - 12.3.5. Modifications made to the Solution not carried out by the Company;
 - 12.3.6. A breach of the AUP;
 - 12.3.7. Outputs
- 12.4. No warranty is made regarding the results the Customer can achieve from using the Solution and Services or that the Solution and Services will operate uninterrupted or error free.
- 12.5. The Customer warrants that it:
- 12.5.1. Rightfully owns the necessary user rights, copyrights and ancillary copyrights and permits required for it to fulfil its obligations under this Agreement;
 - 12.5.2. And the Authorised Users shall maintain reasonable security measures (as may change over time) covering, without limitation, confidentiality, authenticity and integrity to ensure that the access to the Solution and Services granted under this Agreement is limited as set out under this Agreement. In particular the Customer and Authorised Users shall treat any identification, password or username or other security device for use of the Solution and Services with due diligence and care and take all necessary steps to ensure that they are kept confidential, secure and are used properly and are not disclosed to unauthorised persons. Any breach of the above shall be immediately notified to the Company in writing. The Customer shall be liable for any breach of this Agreement by an Authorised User or Client;

- 12.5.3. Shall ensure that its network and systems comply with the relevant specification provided by the Company from time to time and that it is solely responsible for procuring and maintaining its network connections and telecommunications links from the Customer's systems to the Company's data centres and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the Internet.
- 12.6. All third party content or information provided by the Company via the Solution or Services, for example prices is provided "as is". The Company provides no warranties in relation to such content or information and shall have no liability whatsoever to the Customer or Authorised Users for its use or reliance upon such content or information.
- 12.7. Except as expressly stated in this Agreement, all warranties, and conditions, whether express or implied by statute, common law or otherwise (including but not limited to satisfactory quality and fitness for purpose) are excluded to the fullest extent permitted by law.
- 12.8. The Customer acknowledges that Services should not be used for high risk applications where precise locations or features on maps are essential to the Customer, for example use of the Services by the emergency services.

13. Liability

- 13.1. Neither party excludes or limits its liability to the other for fraud, death or personal injury caused by their negligent act or omission or wilful misconduct.
- 13.2. Neither party shall be liable for any Consequential Loss arising out of or related to this Agreement or in tort (including negligence or breach of statutory duty), misrepresentation or however arising, even if the party was advised of the possibility of such damages.
- 13.3. Neither party shall be liable for any loss of profits (whether categorised as direct or indirect) arising out of or related to this Agreement, whether based on contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, even if a party was advised of the possibility of such damages.
- 13.4. The Company shall not be liable for any losses arising from the Customer's reliance on any Outputs.
- 13.5. Subject to clauses 13.1 to 13.4 inclusive, the parties' total liability to each other in aggregate (whether in contract, tort or otherwise) for any and all claims relating to or arising under this Agreement or based upon any claim for indemnity or contribution shall be limited to the amount of the Fees (excluding all taxes) paid by the Customer to the Company under this Agreement in the 12 months preceding to the date on which the claim arose.
- 13.6. For the avoidance of doubt, any failure, delay, interruption, or unavailability of the Solution or Services arising out of or in connection with the use of third-party hosting, cloud infrastructure, or platform providers in the delivery of the Solution shall be treated as a failure of the Solution and/or Services for the purposes of this Agreement and shall be subject in all respects to the same limitations and exclusions of liability set out in this Clause 13.

13.7. The Customer shall be liable for any breaches of this Agreement caused by the acts, omissions or negligence of any Authorised Users or Clients who access the Services and Solutions as if such acts, omissions or negligence had been committed by the Customer itself.

13.8. The parties acknowledge and agree that in entering into this Agreement, each had recourse to its own skill and judgement and have not relied on any representation made by the other, their employees or agents.

14. Indemnities

14.1. Subject to clause 13.4 above, the Company shall at its own expense, defend or at its own option settle any claim brought against the Customer by a third party on the basis of an infringement of any IPR by the Solution or Services (excluding any claim deriving from any Customer provided item) and pay any final judgment entered against the Customer on such issue or any settlement thereof, provided that:

14.1.1. The Customer notifies the Company promptly of each such claim;

14.1.2. The Company is given sole control of the defence and/or settlement; and

14.1.3. The Customer fully co-operates and provides all reasonable assistance to the Company in the defence or settlement.

14.2. If all or part of the Solution or Services becomes, or in the opinion of the Company may become, the subject of a claim or suit of infringement, the Company shall at its own expense and sole discretion:

14.2.1. Procure for the Customer the right to continue to use the Solution or Service or the affected part thereof;

14.2.2. Replace the Solution or Service or affected part with another suitable non-infringing service or software;

14.2.3. Modify the Solution or Services or affected part to make the same non-infringing.

14.3. The Company shall have no obligations under clauses 14.1 and 14.2 above to the extent that a claim is based on:

14.3.1. A modification of the Solution or Services by anyone other than the Company;

14.3.2. The combination, operation or use of the Solution or Services with other services or software not provided by the Company if such infringement would have been avoided in the absence of such combination, operation or use; or

14.3.3. The use of the Solution or Services in any manner inconsistent with this Agreement; or

14.3.4. The negligence or wilful misconduct of the Customer.

14.4. Clauses 14.1 to 14.3 state the Customer's sole and exclusive rights and remedies and the Company's entire obligations and liability for any claims made under these clauses.

14.5. Subject to clause 13.4 above, the Customer shall defend, indemnify and hold the Company and its employees, sub-contractors or agents harmless from and against any costs, losses, liabilities and expenses, including reasonable legal costs arising from any claim relating to or resulting directly or indirectly from:

- 14.5.1. Any claimed infringement or breach by the Customer, an Authorised User or a Client of any IPR with respect to use of the Solution or Services outside of the scope of this Agreement; or
 - 14.5.2. Use by the Company of any Customer Data or Customer, Authorised User or Client provided item, in particular storage or publication of any Illegal Content; or
 - 14.5.3. Any access to or use of the Solution or Services by an Authorised User, a Client or a third party;
 - 14.5.4. Breaches of data protection law or regulations by the Customer, an Authorised User or a Client; and
 - 14.5.5. Any breach of the terms of this Agreement by an Authorised User or a Client; and the Company shall be entitled to take reasonable measures in order to prevent any breach from continuing.
- 14.6. Subject to clauses 14.1 to 14.5 inclusive and the limitation in clause 13.4, each party ("**the first party**") indemnifies and undertakes to keep indemnified the other party, its officers, servants and agents ("**the second party**") against any costs or expenses (including the cost of any settlement) arising out of any claim, action, proceedings or demand that may be brought, made or prosecuted against the second party under any indemnity contained in clause 14. Such indemnity extends to and includes all costs, damages and expenses (including legal fees and expenses) reasonably incurred by the second party in defending any such action, proceeding claim or demands.
- 14.7. Each party shall defend and indemnify the other and its employees, sub- contractors or agents harmless from and against any costs, losses, liabilities and expenses, including reasonable legal costs arising from the indemnifying party's breach of its obligations under data protection law.

15. Termination

- 15.1. The Company may terminate this Agreement or the provision of the Solution or Services with immediate effect if the Company is prohibited under applicable law or otherwise from providing the Solution or Services to the Customer.
- 15.2. Either party may terminate this Agreement immediately, with cause, if the other party:
- 15.2.1. Ceases or threatens to cease or carry on business; or
 - 15.2.2. Is unable to pay its debts or enters into compulsory insolvency or voluntary liquidation; or
 - 15.2.3. Convenes a meeting of its creditors or has a receiver, manager or similar official appointed in respect of its assets; or
 - 15.2.4. Has an administrator, receiver, manager or similar official appointed; or
 - 15.2.5. Is affected by a similar event under the law of any other jurisdiction; or
 - 15.2.6. A Force Majeure event lasts for more than 28 days.
- 15.3. Either party may terminate this Agreement for material breach of any term by giving the breaching party written notice. However, where the breach is capable of remedy, provided that the breach is specified and remedy of the breach is requested, the notice shall only be

effective if the breaching party fails to remedy the breach within 10 days of receipt of the notice.

15.4. Termination of this Agreement for any reason shall not affect the accrued rights of the parties arising under this Agreement and in particular without limitation the right to recover damages against the other. All clauses which by their nature should continue after termination shall, for the avoidance of doubt, survive the expiration or sooner termination of this Agreement and shall remain in force and effect.

15.5. Upon termination of this Agreement:

15.5.1. The Customer shall promptly pay the Company all unpaid Fees for the remainder of the Term unless terminated by the Customer for breach pursuant to clause 15.3. No Fees already paid shall be refunded if the Agreement is terminated prior to the end of the Term unless terminated by the Customer for breach pursuant to clause 15.3. Fees shall be refunded on a pro-rata basis if the Agreement is terminated by the Customer for breach pursuant to clause 15.3;

15.5.2. The Company shall cease providing the Solution and Services to the Customer and all access rights granted under the Agreement shall terminate on the effective date of termination.

16. Security

16.1. The Company shall permit the Customer to specify which Authorised Users or Clients may access the Services and Solution through its standard application security options.

16.2. The Customer, Authorised Users and Clients must ensure that each password is only used by the user to which it has been assigned. The Customer is responsible for any and all activities that occur under the Customer's account and via the Customer's passwords and for any breach of the AUP. The Customer will immediately notify the Company if the Customer becomes aware of any unauthorised use of the Customer's account, the Customer's passwords or breach of security or the AUP. The Company shall have no liability for any loss or damage arising from the Customer's failure to comply with these requirements.

16.3. The Company may suspend access to the Solution and Services, or portion thereof, at any time, if in the Company's sole reasonable discretion, the Customer is in breach of this Agreement or the integrity or security of the Services or Solution is in danger of being compromised by acts of the Customer, Authorised Users or Clients. The Company shall where possible give the Customer 24 hours written notice, before suspending access to the Solution and Services, giving specific details of its reasons.

17. Assignment

17.1. No party may assign or transfer its rights under this Agreement without the prior written consent of the other party, such consent shall not be unreasonably withheld, however the Company shall be entitled to assign the Agreement to:

17.1.1. Any company in the Company's group of companies; or

17.1.2. Any entity that purchases the shares or assets of the Company as the result of a merger, takeover or similar event.

18. Relationship between the Parties

18.1. The Company and the Customer are independent contractors and nothing in this Agreement will be construed as creating an employer-employee relationship.

19. Contacts

19.1. The Customer shall provide a designated application support contact who will be responsible for and have sufficient information to respond to support questions.

19.2. The Customer shall provide a designated billing contact with all relevant contact information to respond to billing and payment questions regarding the Services.

20. Miscellaneous

20.1. Should a provision of this Agreement be invalid or become invalid then the legal effect of the other provisions shall be unaffected. A valid provision is deemed to have been agreed which comes closest to what the parties intended commercially and shall replace the invalid provision. The same shall apply to any omissions.

20.2. This Agreement constitutes the whole agreement and understanding between the parties and supersedes all prior agreements, representations, negotiations and discussions between the parties relating to the subject matter thereof.

20.3. Amendments to this Agreement shall be in writing and agreed by both parties.

Notwithstanding the aforesaid, the Company may change or modify the terms of this Agreement where required due to a change in any applicable law, upon giving the Customer 30 days notice via email. All changes shall be deemed to have been accepted by the Customer unless the Customer terminates the Agreement prior to the expiry of such 30-day period. If the Customer so terminates, the Company shall refund the Fees to the Customer on a pro rata basis for the remainder of the Term within 30 days of such termination.

20.4. Except with respect to the Customer's obligation to pay the Fees, if a party is wholly or partially unable to comply with its obligations under this Agreement due to Force Majeure, then that party's obligation to perform in accordance with this Agreement will be suspended for the duration of the Force Majeure. As soon as practicable after an event of Force Majeure arises, the party affected by Force Majeure must notify the other party of the extent to which the notifying party is unable to perform its obligations under the Agreement. If the Force Majeure event continues for more than 2 months, either Party can terminate the Agreement without any further liability to the other, and the Company shall refund the to-be-unused Fees paid to the Customer on the pro rata basis.

20.5. In the event of any inconsistency between the content of the Order Form and these Terms and Conditions, the Order Form shall prevail.

20.6. Neither party shall make any public statement, press release or other announcement relating to the terms or existence of this Agreement, or the business relationship of the parties, without the prior written consent of the other party. Notwithstanding the aforesaid, the Company may use the Customer's name and trademarks (logo only) to list the Customer as a client of the Company on its website and in other marketing materials and information subject to the prior written approval of the Customer.

20.7. Nothing contained in this Agreement is intended to be enforceable by a third party under the Contracts (Rights of Third Parties) Act 1999, or any similar legislation in any applicable jurisdiction.

20.8. All notices which are required to be given under this Agreement shall be in writing and shall be sent to the address of the recipient set out in this Agreement or such other address as the recipient may designate. Any notice may be delivered by hand, by pre-paid post or by electronic mail. Any such notice shall be deemed to have been served when delivered (if delivered by hand), 4 days after posting (if sent by regular mail), on the next Business Day (if sent by internationally-recognised overnight courier), or upon dispatch without receipt of a delivery-failure notification within a reasonable time (if sent by electronic mail).

21. Dispute Resolution

21.1. The parties will use their respective reasonable efforts to negotiate in good faith and settle any dispute that may arise out of or in relation to this Agreement and any breach of it.

21.2. If any such dispute cannot be settled through ordinary negotiations of the sales directors of each party, the dispute shall be escalated in writing to the chief technology officer of the Company and the chief financial officer of the Customer who shall in good faith try and resolve the dispute. If the dispute or difference is not resolved within 14 days of the dispute being escalated, the parties shall then be entitled to pursue their claim via the courts.

22. Governing Law and Jurisdiction

22.1. This Agreement shall be governed by the laws of England and Wales. The courts of England and Wales shall have exclusive jurisdiction for the settlement of all disputes arising under this Agreement.

EXECUTION

Corbett Engineering Limited

(Customer)

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____