

Clearrooms Limited – Product Conditions

1. Interpretation

1.1 The definitions and rules of interpretation in this clause apply to the Contract.

Authorised Users: those employees, agents and independent contractors of the Customer who are authorised by the Customer to use the Services, the Software, the Documentation and the Supplier Materials.

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

Conditions: these terms and conditions from clause 1 (Interpretation) to clause 24 (Jurisdiction).

Confidential Information: information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 9.1.

Contract: the contract between the Customer and the Supplier for the supply of the Services, in accordance with the Order Form and these Conditions (including the Supplier's DPA).

Contract Year: a 12-month period commencing on the Effective Date or any anniversary of it.

Customer: the company referred to in the Order Form which is receiving the Services having paid the Supplier the Subscription Fees.

Customer Data: the data inputted or otherwise provided by the Customer, Authorised Users, or the Supplier on the Customer's behalf for the purpose of using the Services or facilitating the Customer's use of the Services, as may be amended by the Supplier from time to time.

Customer Materials: the Customer's logo, marks, branding, designs and other materials that the Customer may provide to the Supplier in order to facilitate any rebranding or other customisation of the Services and/or the Software by the Supplier in accordance with clause 3.3.

Documentation: the document(s) and other materials made available to the Customer by the Supplier online via <https://knowledgebase.clearrooms.com/> or such other web address notified by the Supplier to the Customer from time to time which sets out a description of the Services and the user instructions for the Services, as may be amended by the Supplier from time to time.

Effective Date: the date on which the Contract commences, as set out in the Order Form.

Feedback Data: all suggestions, reviews, comments (whether oral or in writing) regarding or connected to the Services, the Software, the Documentation and/or the Supplier Materials provided by or on behalf of the Customer, including by any of the Authorised Users, from time to time.

Group: 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.

Initial Subscription Term: the initial term of the Contract, as set out in the Order Form.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Normal Business Hours: 8.00 am to 6.00 pm local UK time, each Business Day.

Open-Source Software: any software programs which are licensed under any form of open source licence meeting the Open Source Initiative's open source definition from time to time.

Order Form: the document (whether called a "quote" or otherwise) signed or accepted (including via electronic signature or other online process) by the Customer and issued by the Supplier in connection with the provision of the Services, which contains, among other things, the Effective Date, applicable Products and Subscription Fees.

Permitted Purpose: has the meaning given to it in clause 9.4(a).

Product: the features of the Software (as further described in the Documentation), as set out in the Order Form, which may vary in accordance with clause 6.4.

Renewal Period: the period described in clause 11.1.

Representatives: has the meaning given to it in clause 9.2.

Services: the subscription services for the provision of access to and use of the Software as more particularly described in the Documentation and any modifications or customisations (whether at the Customer's request or otherwise) made by the Supplier to the same including any updates, new release or new versions and any other services provisioned by the Supplier to the Customer from time to time in accordance with the Contract.

Software: the online software applications provided by the Supplier as part of the Services, including the desk based online software application available online [here](#) (as such link may be updated by the Supplier from time to time) and any iOS or Android software applications made available

to the Customer by the Supplier in connection with the Services and any modifications or customisations (whether at the Customer's request or otherwise) made by the Supplier to the same including any updates, new release or new versions.

Subscription: the subscription purchased by the Customer from the Supplier which entitles the Customer (and its Authorised Users) to access and use the Services, the Software (with the applicable Product(s)), the Documentation and the Supplier Materials, as may be varied from time to time in accordance with clause 3.

Subscription Fees: the fees payable by the Customer to the Supplier for access to the Services, as set out in the Order Form, as may be changed in accordance with clause 7.5 and/or clause 7.6.

Subscription Term: has the meaning given in clause 11.1 (being the Initial Subscription Term together with any subsequent Renewal Periods).

Supplier: Clearrooms Limited, a company incorporated in England and Wales with the company number 12855479 and registered office at Abacus House, Pennine Business Park, Longbow Close, Huddersfield, England, HD2 1GQ.

Supplier's DPA: the Supplier's Data Processing Agreement made available to the Customer by the Supplier online linked to here <https://clearrooms.com/dpa/>, as may be amended from time to time in accordance with clause 13.

Supplier Generated Data: any content generated or output (and such equivalent terms) to the Customer and/or any Authorised User by the Services and the Software in response to (and such equivalent terms) Customer Data (including, for example, information about a Customer's meeting that an Authorised User has booked), excluding the Supplier Materials.

Supplier Materials: any materials developed or otherwise prepared by the Supplier and provided by the Supplier to the Customer during the Subscription Term in connection with the Services, excluding the Supplier Generated Data.

Third Party Software: the software programs proprietary to third parties which are accessed by the Customer in connection with the Contract including any amendments, updates, modifications, new versions and new releases made to the same.

Usage Data: any information and/or data pertaining to how the Customer and/or its Authorised Users use, interact or otherwise employ the Services and/or the Software that is collected by the Services and/or the Software when it is used by the Customer and/or any Authorised User at any time during the Subscription Term, which the Supplier may track or otherwise collect from the Customer and/or its Authorised Users.

VAT: value added tax chargeable under the Value Added Tax Act 1994 and any similar additional tax or any other similar turnover, sales or purchase tax or duty levied in any other jurisdiction.

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

Vulnerability: a weakness in the computational logic (for example, code) found in software and hardware components that when exploited, results in a negative impact to the confidentiality, integrity, or availability of Customer Data or the Services and/or the Software and the term **Vulnerabilities** shall be interpreted accordingly.

1.2 Clause headings shall not affect the interpretation of these Conditions.

1.3 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.

1.4 A reference to a company includes any company, corporation or other body corporate, wherever and however incorporated or established.

1.5 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.

1.6 Unless the context otherwise requires, words in the singular includes the plural and in the plural includes the singular.

1.7 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

1.8 A reference to **writing** or **written** includes email.

1.9 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.

1.10 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

1.11 References to clauses are to the clauses of these Conditions.

2. Access rights and licence

2.1 Subject to the Customer paying the Subscription Fees, the Supplier hereby grants the Customer:

(a) a non-exclusive, non-transferable and revocable right and licence to permit the Authorised Users to access and use the Services, the Software, the Documentation and the Supplier Materials during the Subscription Term solely for the Customer's own business purposes. The

Customer may grant sub-licences of the right and licence granted to the Customer by the Supplier pursuant to this clause 2.1(a) to such Authorised Users that are independent contractors of the Customer solely to facilitate such Authorised Users' access to the Services, the Software, the Documentation and the Supplier Materials in accordance with this clause 2.1(a) and the Contract;

(b) subject to clause 6.3 and clause 6.4, a non-exclusive, non-transferable and revocable right and licence to integrate the Services and/or the Software with the relevant Third Party Software referred to in the Documentation from time to time to facilitate the use of such Third Party Software with the Services and/or the Software. The Customer may grant sub-licences of the right and licence granted to the Customer by the Supplier pursuant to this clause 2.1(b) to such owners or licensors of such Third Party Software solely to facilitate the integration of the Services and/or the Software in accordance with this clause 2.1(b) and the Contract.

2.2 In relation to its Authorised Users:

(a) the Customer shall permit its Authorised Users to access the Services and/or Software via an individual user account and password generated by the Supplier on behalf of the Customer; and

(b) the Customer undertakes that:

(i) it and its Authorised Users shall keep the user account and password details confidential; and

(ii) it will not allow or suffer any user account to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior individual Authorised User shall no longer have any right to access and/or use the Services, the Software, the Documentation and the Supplier Materials.

2.3 The Customer shall not (and procure that its Authorised Users shall not) access, store, distribute or transmit any Viruses or introduce any Vulnerabilities into the Services and/or the Software or the Supplier's network and information systems, or any material during the course of its and/or their use of the Services that:

(a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;

(b) facilitates illegal activity;

(c) depicts sexually explicit images;

(d) promotes unlawful violence;

(e) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or

(f) is otherwise illegal or causes damage or injury to any person or property,

and the Supplier reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's access to any material that breaches the provisions of this clause 2.3.

2.4 The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services, the Software, the Documentation and/or the Supplier Materials and, in the event of any such unauthorised access or use, promptly notify the Supplier.

2.5 The rights provided under this clause 2 are granted to the Customer only, and shall not be considered granted to any member of the Customer's Group.

3. Services

3.1 The Supplier shall, during the Subscription Term, provide the Services and make available the Software and the Documentation to the Customer on and subject to the terms of the Contract.

3.2 The Supplier shall use commercially reasonable endeavours to make the Services available 24 hours a day, seven days a week, except for unscheduled maintenance performed outside Normal Business Hours, provided that the Supplier has used reasonable endeavours to give the Customer at least 6 Normal Business Hours' notice in advance.

3.3 The Customer acknowledges and agrees that:

(a) any customised requirements or features which do not already form part of the Services and/or the Software and which would require separate development work or customisation to be carried out by the Supplier may be subject to separate fees and will be considered and agreed to separately on a case-by-case basis, but such work shall be carried out under and in accordance with the Contract; and

(b) any sales of goods (for example, computer hardware) by the Supplier to the Customer, and any services related to such sales, will be subject to a separate agreement negotiated on a case-by-case basis and shall not be carried out under and in accordance with the Contract.

3.4 The Customer may change its Subscription to one which offers additional Products than its current Subscription and the Supplier shall make available the additional Products at the price(s) specified by the Supplier from time to time at the written request of the Customer and the relevant additional Products shall apply thereafter (and the Contract shall be deemed by the parties to have been amended accordingly).

3.5 If the Customer changes its Subscription in accordance with clause 3.4, the Subscription Fees payable by the Customer to the Supplier in accordance with clause 7 shall increase pro-rata to the level of the relevant Subscription Fees specified by the Supplier for the remainder of the Initial Subscription Term or any Renewal Period, as the case may be, and such increase shall apply for the remainder of the Subscription Term (and the Contract shall be deemed by the parties to have been amended accordingly) unless the Customer subsequently changes its Subscription in accordance with this clause 3.

3.6 The Customer may not change its Subscription to one which offers a lesser amount of Products than its current Subscription until the expiry of the current Initial Subscription Term or Renewal Period.

3.7 The Customer shall not be entitled to any refund, rebate or discount from the Supplier as a result of changing its Subscription.

3.8 The Supplier shall be entitled to modify the available Products (or discontinue any Product) at the start of any Renewal Period upon not less than 45 days' prior written notice to the Customer.

4. Data protection

Both parties shall comply with the Supplier's DPA in connection with any processing of Customer Personal Data (as defined in the DPA) on the Customer's behalf, and the Supplier's DPA is hereby incorporated into the Contract by reference.

5. Supplier's obligations

5.1 The Supplier shall perform the Services and make available the Software substantially in accordance with the Documentation and with reasonable skill and care.

5.2 The Supplier's obligations at clause 5.1 shall not apply to the extent of any non-conformance which is caused by use of the Services and/or the Software contrary to the Supplier's instructions or the Documentation, or modification or alteration of the Services and/or the Software by any party other than the Supplier or the Supplier's duly authorised contractors or agents. If the Services and/or the Software do not conform with the terms of clause 5.1, the Supplier will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly. Such correction constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 5.1.

5.3 The Supplier:

(a) does not warrant that:

(i) the Customer's use of the Services will be uninterrupted or error-free;

(ii) the Services, the Software, the Documentation, the Supplier Materials and/or the information or functionality obtained by the Customer through the Services will meet the Customer's requirements;

(iii) the Services, the Software, the Documentation and/or the Supplier Materials will comply or help the Customer to comply with any regulatory, public health and/or health and safety obligations applicable to the Customer and/or the Customer's premises (as the case may be); and/or

(iv) any Supplier Generated Data and/or Supplier Materials will be unique, complete or accurate;

(b) is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Services, the Software, the Documentation and the Supplier Materials may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

5.4 The Contract shall not prevent the Supplier from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under the Contract.

5.5 The Supplier warrants:

(a) that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under the Contract;

(b) subject to clause 5.6, from time to time during the Subscription Term, the Services and the Software may be integrated with the Third Party Software referred to in the Documentation.

5.6 The Customer accepts that from time to time during the Subscription Term the Supplier may, by giving not less than 45 days' written notice to the Customer, modify or remove some of the functionality of the Software so that the Software no longer integrates with all of the Third Party Software that it had been able to integrate with as at the Effective Date or other relevant times (and the Supplier may from time to time change the description of the Third Party Software accordingly).

5.7 If, at the time of the receipt of any notice given by the Supplier pursuant to clause 5.6, the Customer is actively using any functionality of the Software that the Supplier intends to modify or remove, the Customer shall be entitled to terminate the Contract immediately on written notice to the Supplier provided that such notice is given by the Customer prior to the expiry of the Supplier's notice. If the Customer terminates the Contract pursuant to this clause 5.7, the Supplier shall refund the Customer pro-rata any Subscription Fees paid in advance for Services to be supplied beyond the date of termination.

5.8 For the purposes of clause 5.7, whether or not the Customer is actively using the relevant functionality of the Software shall be determined reasonably by the Supplier with reference to the Supplier's data pertaining to the Customer's use of the relevant Software functionality at the relevant time.

6. Customer's rights and obligations

6.1 The Customer shall:

(a) provide the Supplier with:

- (i) all necessary co-operation in relation to the Contract; and
 - (ii) all necessary access to such information as may be required by the Supplier,
- in order to provide the Services, including Customer Data, security access information and configuration services;
- (b) without affecting its other obligations under the Contract, comply with all applicable laws and regulations with respect to its activities under the Contract;
 - (c) carry out all other Customer responsibilities set out in the Contract in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, the Supplier may adjust any agreed timetable or delivery schedule as reasonably necessary;
 - (d) ensure that the Authorised Users use the Services and the Documentation in accordance with the Contract and shall be responsible for any Authorised User's breach of the Contract;
 - (e) obtain and shall maintain all necessary licences (or sub-licences, as the case may be), consents, and permissions necessary for the Supplier, its contractors and agents to perform their obligations under the Contract, including the Services;
 - (f) ensure that its network and systems comply with the relevant specifications provided by the Supplier from time to time; and
 - (g) be, to the extent permitted by law and except as otherwise expressly provided in the Contract, solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to the Supplier's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

6.2 The Customer shall indemnify the Supplier in full against all liabilities, claims, actions, proceedings, demands, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and other professional costs and expenses) brought against, suffered or incurred by the Supplier arising out of or in connection with the Customer's use of the Services, the Software, the Documentation and/or the Supplier Materials, save to the extent that such liabilities, claims, actions, proceedings, demands, costs, expenses, damages and losses arose as a result of the Supplier's wrongful acts or omissions.

6.3 The Customer shall be and remain responsible for:

- (a) entering into and complying with the terms of any contract with the owner and/or licensor of any Third Party Software connected to the Customer's right and licence granted to it by the Supplier pursuant to clause 2.1(b); and
- (b) the payment of all fees, charges and costs of its use of any Third Party Software (including any additional fees required by the owner or licensor) to integrate the Services and/or the Software with the Third Party Software pursuant to clause 2.1(b).

6.4 The Customer acknowledges and agrees that the Supplier:

- (a) has no responsibility for liaising or negotiating with any owner or licensor of Third Party Software or any other third party connected with it, unless otherwise agreed in writing;
- (b) has no responsibility for any failure or inability of the Services and/or the Software to integrate, or otherwise function correctly when integrated, with any Third Party Software;
- (c) has no responsibility for any result, outcome, consequence or effect of Third Party Software whether or not such result, outcome, consequence or effect is connected with the Services and/or the Software;
- (d) has no responsibility for any cessation of the Services and/or the Software's integration with Third Party Software at the request, or as a consequence of any act or omission, of any owner or licensor of such Third Party Software (whether or not any relevant circumstances are attributable to the Customer); and
- (e) does not make any representation, warranty or commitment in respect of or connected with Third Party Software.

7. Charges and payment

7.1 The Customer shall pay any and all Subscription Fees to the Supplier in accordance with this clause 7.

7.2 The Customer shall on the Effective Date provide to the Supplier and maintain throughout the Subscription Term valid, up-to-date and complete credit or debit card details or approved purchase order information acceptable to the Supplier and any other relevant valid, up-to-date and complete contact and billing details and, if the Customer provides:

- (a) its credit or debit card details to the Supplier, the Customer hereby authorises the Supplier to bill such credit or debit card, in advance for the Subscription Fees;
 - (b) its approved purchase order information to the Supplier, the Supplier shall invoice the Customer in advance for the Subscription Fees,
- and the Customer shall pay each invoice within 30 days after the date of such invoice.

7.3 If the Supplier has not received payment within 5 Business Days after the due date, and without prejudice to any other rights and remedies of the Supplier:

(a) the Supplier may, by giving written notice to the Customer and without liability to the Customer, disable the Customer's password, account and access to all or part of the Services and the Supplier shall be under no obligation to provide any or all of the Services while the invoice concerned remains unpaid; and

(b) interest shall accrue on a daily basis on such due amounts at an annual rate equal to 8% 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.

7.4 All amounts and fees stated or referred to in the Contract:

(a) shall be payable in the currency specified by the Supplier;

(b) are non-cancellable and non-refundable;

(c) are exclusive of VAT, which shall be added to the Supplier's invoice(s) or charge(s) at the appropriate rate.

7.5 The Supplier shall be entitled to increase the Subscription Fees at the start of each Renewal Period upon 45 days' prior notice to the Customer and the Contract shall be deemed to have been amended accordingly.

7.6 The parties may agree in writing to reduce the Subscription Fees from time to time during the Subscription Term (which, the Customer acknowledges, may entail a reduction of functionality in the Services and the Software and/or the unavailability of any Supplier Materials), and, if the Supplier agrees to such reduction, the Contract shall be deemed to have been amended accordingly, such amendment taking effect on the commencement of the next Renewal Period.

8. Intellectual Property Rights

8.1 In respect of the Services, the Software, the Documentation and the Supplier Materials:

(a) the Customer acknowledges and agrees that the Supplier and/or its licensors own all Intellectual Property Rights in the Services, the Software, the Documentation and the Supplier Materials including as a result of any development, customisation and/or integration work that the Supplier may carry out for the Customer (pursuant to clause 3.3 or otherwise) and including where any elements of such products were developed as a result of or using the Feedback Data, Usage Data and/or the Customer's ideas, suggestions or other feedback supplied by the Customer and/or its Authorised Users. Except as expressly stated herein, the Contract does not grant the Customer any rights to, under or in, any Intellectual Property Rights in respect of the Services, the Software, the Documentation and the Supplier Materials;

(b) the Customer shall not and shall ensure that its Authorised Users shall not:

(i) except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under the Contract:

(A) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means; or

(B) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software and/or the Services; or

(ii) access all or any part of the Services, the Software, the Documentation and/or the Supplier Materials in order to build a product or service which competes with the Services and/or the Software; or

(iii) use the Services, the Software, the Documentation and/or the Supplier Materials to provide services to third parties;

(iv) subject to clause 18.1, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services, the Software, the Documentation and/or the Supplier Materials available to any third party except the Authorised Users; or

(v) attempt to obtain, or assist third parties in obtaining, access to the Services, the Software, the Documentation and/or the Supplier Materials, other than as provided under clause 2 without the prior written consent of the Supplier;

(c) if a court of competent jurisdiction determines that the Customer has any Intellectual Property Rights in the Services, the Software, the Documentation and/or the Supplier Materials, the Customer hereby assigns (by way of present and, where appropriate, future assignment) all such Intellectual Property Rights with full title guarantee to the Supplier;

(d) the Customer shall use reasonable endeavours to prevent any infringement of the Intellectual Property Rights in the Services, the Software, the Documentation and/or the Supplier Materials and shall promptly report to the Supplier any such infringement that comes to its attention. In particular, the Customer shall ensure that each Authorised User, before starting to use the Services, is made aware that the Services, the Software, the Documentation and the Supplier Materials are proprietary to the Supplier or third parties and that they may only be used in accordance with the Contract.

8.2 In respect of the Customer Data and the Customer Materials:

(a) the parties acknowledge and agree that the Customer and/or its licensors own any and all Intellectual Property Rights in the Customer Data and the Customer Materials;

(b) the Customer hereby grants the Supplier, or shall procure the direct grant to the Supplier of, a fully paid up, worldwide, non-exclusive, royalty-free licence in any and all Intellectual Property Rights in the Customer Data and the Customer Materials during the Subscription Term (and for such time afterward to enable the parties to exercise their rights and perform their obligations in accordance with clause 11.3) to use, copy

and/or otherwise utilise the Customer Data and the Customer Materials to perform the Services and make available the Software to the Customer on the terms of the Contract;

(c) the Customer:

- (i) shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all of the Customer Data and the Customer Materials;
- (ii) warrants that the receipt and use of the Customer Data and the Customer Materials by the Supplier shall not infringe the rights, including any Intellectual Property Rights, of any third party; and
- (iii) shall indemnify the Supplier in full against all liabilities, claims, actions, proceedings, demands, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and other professional costs and expenses) brought against, suffered or incurred by the Supplier arising out of, or in connection with, the Supplier's use of the Customer Data and/or the Customer Materials.

8.3 In respect of the Supplier Generated Data:

- (a) the parties acknowledge and agree that all rights, title and interest in and to any Intellectual Property Rights in the Supplier Generated Data shall, at the Effective Date, or (if later) on creation of the rights, vest in and belong to the Customer. The Supplier hereby assigns (by way of present and, where appropriate, future assignment) all such Intellectual Property Rights to the Customer; and
- (b) the Customer grants to the Supplier a fully paid-up, worldwide, non-exclusive right and licence during the Subscription Term in any and all Intellectual Property Rights in the Supplier Generated Data during the Subscription Term (and for such time afterward to enable the parties to exercise their rights and perform their obligations in accordance with clause 11.3) to use, copy and/or otherwise utilise the Supplier Generated Data to perform the Services and make available the Software on the terms of the Contract.

8.4 In respect of the Usage Data and the Feedback Data:

- (a) the parties acknowledge and agree that all rights, title and interest in and to any Intellectual Property Rights in the Usage Data and/or the Feedback Data shall, at the Effective Date or (if later) on creation of the rights, vest in and belong to the Supplier. The Customer hereby assigns (by way of present and, where appropriate, future assignment) all such Intellectual Property Rights with full title guarantee to the Supplier (the Customer acknowledges and agrees that such Intellectual Property Rights may subsist in the Intellectual Property Rights in the Services, the Software, the Documentation and/or the Supplier Materials);
- (b) the Customer hereby waives all rights to be compensated or seek compensation for the Feedback Data and/or the Usage Data; and
- (c) Usage Data and Feedback Data, even if marked confidential, will not create any confidentiality obligations on the Supplier unless the Supplier has otherwise agreed in writing.

8.5 Should the parties agree or should a court of competent jurisdiction determine that the rights granted by the Supplier to the Customer, or vice versa, under this clause 8 cannot be granted by licence, the parties hereby agree that such rights are provided by the Supplier to the Customer, or vice versa, as a matter of contract.

9. Confidentiality

9.1 Without prejudice to clause 8.4(c), **Confidential Information** means all confidential information (however recorded or preserved) disclosed by a party or its Representatives to the other party and that party's Representatives whether before or after the Effective Date in connection with the Contract, including any information that would be regarded as confidential by a reasonable business person relating to:

- (a) the business, assets, affairs, customers, clients, suppliers, or plants, intentions or market opportunities of the disclosing party; and
- (b) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party.

9.2 **Representatives** means, in relation to a party, its employees, officers, representatives, contractors, subcontractors and advisers (including, in the case of the Customer, its Authorised Users).

9.3 The provisions of this clause 9 shall not apply to any Confidential Information that:

- (a) is or becomes generally available to the public (other than as a result of its disclosure by the receiving party or its Representatives in breach of this clause 9);
- (b) was available to the receiving party on a non-confidential basis before disclosure by the disclosing party;
- (c) was, is or becomes available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party;
- (d) the parties agree in writing is not confidential or may be disclosed; and/or
- (e) is developed by or for the receiving party independently of the information disclosed by the disclosing party.

9.4 During the Subscription Term and for a period of 2 years after termination or expiry of the Contract (howsoever caused), each party shall keep the other party's Confidential Information secret and confidential and shall not:

- (a) use such Confidential Information except for the purpose of exercising or performing its rights and obligations under or in connection with the Contract (**Permitted Purpose**); or

(b) disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this clause 9.

9.5 A party may disclose the other party's Confidential Information to those of its Representatives who need to know such Confidential Information for the Permitted Purpose, provided that:

- (a) it informs such Representatives of the confidential nature of the Confidential Information before disclosure; and
- (b) at all times, it is responsible for such Representatives' compliance with the confidentiality obligations set out in this clause 9.

9.6 Nothing in this clause 9 shall prevent any person from:

- (a) reporting a suspected criminal offence to the police or any law enforcement agency or co-operating with the police or any law enforcement agency regarding a criminal investigation or prosecution;
- (b) doing or saying anything that is required by any regulator, ombudsman or supervisory authority;
- (c) whether required by law or not, making a disclosure to, or co-operating with any investigation by, any regulator, ombudsman or supervisory authority regarding any misconduct, wrongdoing or serious breach of regulatory requirements (including giving evidence at a hearing);
- (d) complying with an order from a court or tribunal to disclose or give evidence; and/or
- (e) making a proper disclosure about the Contract or circumstances surrounding the Contract to professional advisers, such as legal or tax advisors and/or medical professionals and counsellors, who are bound by a duty of confidentiality.

9.7 Each party reserves all rights in its Confidential Information. No rights or obligations in respect of a party's Confidential Information other than those expressly stated in the Contract are granted to the other party, or to be implied from the Contract. No party makes any express or implied warranty or representation concerning its Confidential Information.

9.8 Unless the Customer requests otherwise in writing, the Supplier may include the Customer's name and logo in its marketing materials and on its website.

10. Limitation of liability

10.1 The following definitions apply in this clause 10:

- (a) **liability:** every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise; and
- (b) **default:** any act or omission resulting in one party incurring liability to the other.

10.2 Except as expressly and specifically provided in the Contract:

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

10.3 The Customer assumes sole responsibility for results obtained from the use of the Services, the Software, the Documentation and the Supplier Materials by the Customer and its Authorised Users, and for the conclusions of any person drawn from such use.

10.4 Nothing in the Contract excludes the liability of the Supplier that cannot be legally limited, including:

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

10.5 Subject to clause 10.4:

- (a) the Supplier shall have no liability for:
 - (i) any damage caused by errors or omissions in any Customer Data, information, instructions or scripts provided to the Supplier by the Customer in connection with the Services, the Software, the Documentation and/or the Supplier Materials, or any actions taken by the Supplier at the Customer's direction;
 - (ii) any damage that arises directly or indirectly through the use, development, modification or maintenance of any Open-Source Software and/or Third Party Software;
- (b) the Supplier shall have no liability for any:
 - (i) loss of profits,
 - (ii) loss of business,
 - (iii) wasted expenditure,
 - (iv) depletion of goodwill and/or similar losses,
 - (v) loss or corruption of data or information, or

- (vi) any special, indirect or consequential loss, costs, damages, charges or expenses; and
- (c) the Supplier's total aggregate liability to the Customer, in respect of all defaults shall not exceed the cap. If defaults committed in more than one Contract Year give rise to a single claim or a series of connected claims, the Supplier's total liability for those claims shall not exceed the single highest annual cap for those Contract Years.
- (d) in clause 10.5(c), the cap is the total Subscription Fees and/or any additional charges paid by the Customer to the Supplier in the Contract Year in which the defaults occurred.

10.6 Unless the Customer notifies the Supplier that it intends to make a claim in respect of an event within the notice period, the Supplier shall have no liability for that event. The notice period for an event shall start on the day on which the Customer became, or ought reasonably to have become, aware of the event having occurred and shall expire six months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

11. Term and termination

11.1 The Contract shall, unless otherwise terminated as provided in this clause 11, commence on the Effective Date and shall continue for the applicable Initial Subscription Term and, thereafter, the Contract shall be automatically renewed for successive periods each being equal to the Initial Subscription Term, unless otherwise agreed in writing from time to time (each a **Renewal Period**), unless:

(a) either party notifies the other party of termination, in writing or, in the case of the Customer, via the "cancel subscription" button within the Customer's account management screen, at least 30 days before the end of the Initial Subscription Term or any Renewal Period, in which case the Contract shall terminate upon the expiry of the applicable Initial Subscription Term or Renewal Period; or

(b) otherwise terminated in accordance with the provisions of the Contract,

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

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

(a) the other party fails to pay any amount due under the Contract on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment;

(b) the other party commits a material breach of any other term of the Contract and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;

(c) the other party makes a resolution for its winding up, makes an arrangement or composition with its creditors or makes an application to a court of competent jurisdiction for protection from its creditors or an administration or winding-up order is made or an administrator or receiver is appointed; or

(d) the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business.

11.3 On termination of the Contract for any reason:

(a) without prejudice to clause 11.3(d), all licences granted under the Contract shall immediately terminate and the Customer shall immediately cease all use of the Services, the Software, the Documentation and the Supplier Materials;

(b) the Customer shall immediately pay any outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, an invoice may be submitted, which shall be payable immediately on receipt;

(c) without prejudice to clause 11.3(d), each party shall return and make no further use of any Confidential Information, equipment, property, Documentation and other items (and all copies of them) belonging to the other party;

(d) without prejudice to the Supplier's DPA, the Supplier may retain or destroy any of the Customer Data, Customer Materials, Supplier Generated Data and/or the Customer's account information in its possession or control. If the Supplier decides to retain such information, it shall make no further use of it, but it shall maintain an archive of such information in accordance with its standard back-up procedures. If the Customer requests in writing that such information may not be retained by the Supplier, the Supplier shall promptly destroy such information save in respect of any information the Supplier is required to retain by any law, regulation, or government or regulatory body and/or any information pertaining to the Supplier's rights, obligations and remedies under or in connection with the Contract.

(e) any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination shall not be affected or prejudiced; and

(f) any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract, including clause 4, clause 8, clause 9, clause 10, clause 11.3 and clauses 13 to 24 (inclusive) shall remain in full force and effect.

11.4 If the Customer and the Supplier agree in writing to modify the length of the subsequent Renewal Periods pursuant to clause 11.1, the Contract shall be deemed to have been amended by the parties, such amendment taking effect on the commencement of the next Renewal Period.

12. Force majeure

Neither party shall be in breach of the Contract or otherwise liable for any delay or failure in the performance of its obligations for so long as and to the extent that such delay or failure results from events, circumstances or causes beyond its reasonable control. If the period of delay or non-

performance continues for 30 days, the party not affected may terminate the Contract by giving not less than 15 days' written notice to the affected party.

13. Variation

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

13.2 For the avoidance of doubt, the restriction set out in clause 13.1 shall not affect the operation of the relevant provision in clause 3.4, clause 7.5, clause 7.6 and clause 11.4 which may vary the terms of the Contract (or their effect) by written notice or agreement (as the case may be).

14. Waiver

14.1 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

14.2 A delay or failure to exercise, or the single or partial exercise of, any right or remedy does not waive that or any other right or remedy, nor does it prevent or restrict the further exercise of that or any other right or remedy.

15. Rights and remedies

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

16. Severance

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

16.2 If any provision or part-provision of the Contract is deemed deleted under clause 16.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

17. Entire agreement

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

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

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

17.4 Nothing in this clause 17 excludes liability for fraud.

18. Assignment

18.1 The Customer shall not, without the prior written consent of the Supplier, assign, novate, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract.

18.2 The Supplier may at any time assign, novate, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.

19. No partnership or agency

Nothing in the Contract is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

20. Conflict

If there is an inconsistency between any of the provisions in the Order Form and the provisions in these Conditions, the provisions of these Conditions prevail.

21. Third party rights

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.

22. Notices

22.1 Any notice given to a party under or in connection with the Contract shall be in writing and shall be:

- (a) if delivered by the Supplier:
 - (i) delivered by commercial courier to the Customer's registered office (if a company) or its principal place of business (in any other case); or
 - (ii) sent by email to the following address (or an address substituted in writing by the Customer): the email address for the Customer set out in the Order Form;

(b) if given by the Customer, without prejudice to clause 11.1(a), sent by email to the following address (or an address substituted in writing by the Supplier): legal@clearrooms.com.

22.2 Any notice shall be deemed to have been received:

- (a) if delivered by courier, on signature of a delivery receipt or at the time the notice is left at the proper address; or
- (b) if sent by email at the time of the transmission provided that no automated bounceback or out of office message is received.

22.3 This clause 22 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

23. Governing law

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

24. Jurisdiction

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

The Contract has been entered into on the date of last signature of the parties.

Acceptance

This section is designated for the authorised representatives from both parties.

The Customer represents and warrants that the individual completing, signing and submitting this Contract has full authority to bind the Customer to the Contract.

By signing the below, the signatories confirm that they will be bound by the provisions of the Contract.

For and on behalf of the Customer:

For and on behalf of the Supplier: