SILKFLO PLATFORM TERMS

This agreement sets out the terms on which SilkFlo Limited, a company incorporated and registered in England and Wales with company number 13433009 whose registered office is at 74 Sidney Street, London, England, E1 2EU (**SilkFlo**), will grant you, the entity whose details you have submitted to the sign up page (**Customer**) the right to access the Services (as defined below).

By clicking on the "accept" button you agree to these terms which will bind you.

IT IS HEREBY AGREED

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in this agreement.

Administrative Users: those employees, agents and independent contractors of the Customer who are authorised by the Customer to use the Services and the Documentation as "Account Owner", "Program Manager", "Idea Approver", and "Authorised User" each of which has the access rights of a Standard User, as well as additional access to greater functionality than a Standard User, but each of which also has its own respective usage restrictions, as further described in clause 2.2(d)

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

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

Confidential Information: information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 11.5 or clause 11.6.

Controller, **Processor**, **Data Subject**, **Personal Data**, **Personal Data Breach** and **Processing**: have the meanings given to them in the Data Protection Legislation.

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

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018; and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

Documentation: the documentation made available to the Customer by SilkFlo online via www.SilkFlo.com or such other web address notified by SilkFlo to the Customer from time to time which sets out a description of the Services and the user instructions for the Services.

Effective Date: the date of this agreement.

Heightened Cybersecurity Requirements: any laws, regulations, codes, guidance (from regulatory and advisory bodies. Whether mandatory or not), international and national standards, industry schemes and sanctions, which are applicable to either the Customer or an User (but not SilkFlo) relating to security of network and information systems and security breach and incident reporting requirements, which may include the cybersecurity Directive ((EU) 2016/1148), Commission Implementing Regulation ((EU) 2018/151), the Network and Information systems Regulations 2018 (SI 506/2018), all as amended or updated from time to time.

Initial Subscription Term: the initial term of this agreement as set out on the pricing page.

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

Renewal Period: the period described in clause 14.1.

Services: the subscription services provided by SilkFlo to the Customer under this agreement via https://silkflo.com/ or any other website notified to the Customer by SilkFlo from time to time, as more particularly described in the Documentation.

Software: the software applications provided by SilkFlo as part of the Services.

Standard User: those employees, agents and independent contractors of the Customer who are authorised by the Customer to use the Services and the Documentation with restrictions on the functions they can access, and only have access to the Services in order to submit automation ideas, view the Customer's ideas pipeline and profiles of other Users, and interact with the Customer's leader-board.

Subscription Fees: the subscription fees payable by the Customer to SilkFlo for the User Subscriptions, as set out on the pricing page.

Subscription Term: has the meaning given in clause 14.1 (being the Initial Subscription Term together with any subsequent Renewal Periods).

Users: Administrative Users and Standard Users.

User Subscriptions: the user subscriptions purchased by the Customer pursuant to clause 9.1 which entitle Administrative Users to access and use the Services and the Documentation in accordance with this agreement.

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

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, and the term Vulnerabilities shall be construed accordingly.

1.2 Clause headings shall not affect the interpretation of this agreement. References to clauses are to the clauses of this agreement.

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

1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders. A reference to writing or written includes faxes but not e-mail.

1.5 A reference to a statute or statutory provision is a reference to it as it is in force 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.

2. USER SUBSCRIPTIONS

2.1 Subject to the Customer purchasing the User Subscriptions in accordance with clause 3.3, clause 3.4 and clause 9.1, the restrictions set out in this clause 2 and the other terms and conditions of this agreement, SilkFlo hereby grants to the Customer a non-exclusive, non-transferable right, without the right to grant sublicences, to permit both the Administrative Users (not exceeding the number of User Subscriptions purchased) and the Standard Users to use the Services and the Documentation during the Subscription Term solely for the Customer's internal business operations, in accordance with the restrictions of the relevant subscription package purchased as set out on the pricing page. The number of User Subscriptions initially purchased by the Customer shall be agreed and set out on the pricing page.

2.2 In relation to the Users, the Customer undertakes that:

(a) the maximum number of Administrative Users that it authorises to access and use the Services and the Documentation shall not exceed the number of User Subscriptions it has purchased from time to time;

(b) it will not allow or suffer any User Subscription to be used by more than one individual Administrative User unless it has been reassigned in its entirety to another individual

Administrative User, in which case the prior Administrative User shall no longer have any right to access or use the Services and/or Documentation;

(c) each User shall keep a secure password for their use of the Services and Documentation, that such password shall be changed regularly (including upon request of SilkFlo, and SilkFlo reserves the right to disable any User's ability to use and access the Services where it fails or refuses to do so) and that each User shall keep their password confidential;

(d) it shall maintain a written, up to date list of current Users and provide such list to SilkFlo within 5 Business Days of SilkFlo's written request at any time or times;

(e) it shall permit SilkFlo or SilkFlo's designated auditor to audit the Services in order to establish the name and password of each User and the Customer's data processing facilities to audit compliance with this agreement. Each such audit may be conducted no more than once per quarter, at SilkFlo's expense, and this right shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with the Customer's normal conduct of business;

(f) if any of the audits referred to in clause 2.2(e) reveal that any password has been provided to any individual who is not an User, then without prejudice to SilkFlo's other rights, the Customer shall promptly disable such passwords and SilkFlo shall not issue any new passwords to any such individual; and

(g) if any of the audits referred to in clause 2.2(e) reveal that the Customer has underpaid Subscription Fees to SilkFlo, then without prejudice to SilkFlo's other rights, the Customer shall pay to SilkFlo an amount equal to such underpayment within 10 Business Days of the date of the relevant audit.

2.3 The Customer shall not access, store, distribute or transmit any Viruses, or any material during the course of its 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 SilkFlo 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.

2.4 The Customer shall not:

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

(i) 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

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

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

(c) use the Services and/or Documentation to provide services to third parties; or

(d) subject to clause 22.1, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Documentation available to any third party except the Users, or

(e) attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation, other than as provided under this clause 2; or

(f) introduce or permit the introduction of, any Virus or Vulnerability into SilkFlo's network and information systems.

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

2.6 The rights provided under this clause 2 are granted to the Customer only, and shall not be considered granted to any subsidiary or holding company of the Customer.

3. ADDITIONAL USER SUBSCRIPTIONS

3.1 Subject to clause 3.2 and clause 3.3, the Customer may, from time to time during any Subscription Term, purchase additional User Subscriptions in excess of the number already purchased and SilkFlo shall grant access to the Services and the Documentation to such additional Administrative Users in accordance with the provisions of this agreement.

3.2 If the Customer wishes to purchase additional User Subscriptions, the Customer shall notify SilkFlo in writing. SilkFlo shall evaluate such request for additional User Subscriptions and respond to the Customer with approval or rejection of the request (such approval not to be unreasonably withheld). Where SilkFlo approves the request, SilkFlo shall activate the additional User Subscriptions within 7 days of its approval of the Customer's request.

3.3 If SilkFlo approves the Customer's request to purchase additional User Subscriptions, the Customer shall, within 30 days of the date of SilkFlo's invoice, pay to SilkFlo the relevant fees for such additional User Subscriptions as are notified to it by SilkFlo and, if such additional User Subscriptions are purchased by the Customer part way through the Initial Subscription Term or any Renewal Period (as applicable), such fees shall be pro-rated from the date of activation by SilkFlo for the remainder of the Initial Subscription Term or then current Renewal Period (as applicable).

3.4 Alternatively, where SilkFlo implements such functionality, the Customer may purchase additional User Subscriptions via the Services directly. In such cases, the Customer will be required to pay the relevant fees for such User Subscriptions in advance, and upon doing so will be given access to the additional User Subscriptions.

4. SERVICES

4.1 SilkFlo shall, during the Subscription Term, provide the Services and make available the Documentation to the Customer on and subject to the terms of this agreement.

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

4.3 SilkFlo will, as part of the Services and at no additional cost to the Customer, provide the Customer with SilkFlo's standard customer support services whereby the Customer may submit support queries to SilkFlo during Normal Business Hours by emailing support@silkflo.com. SilkFlo may amend the nature of its support services in its sole and absolute discretion from time to time. The Customer may purchase enhanced support services separately at SilkFlo's then current rates.

5. DATA PROTECTION

5.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 5 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

5.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the data controller and SilkFlo is the data processor (where **Data Controller** and **Data Processor** have the meanings as defined in the Data Protection Legislation). The following table sets out the

scope, nature and purpose of processing by SilkFlo, the duration of the processing and the types of Personal Data and categories of Data Subject:

Data Processing Details	
Subject-matter	The processing of personal data resulting from the provision of services by SilkFlo under this agreement.
Nature and purpose	The personal data will be processed in the course of the operation of the Services.
Duration	The duration of this agreement
Types of personal data	Names and email addresses of Users.
Categories of Data Subject	Users.

5.3 Without prejudice to the generality of clause 5.1, SilkFlo shall, in relation to any Personal Data processed in connection with the performance by SilkFlo of its obligations under this agreement:

(a) process that Personal Data only on the written instructions of the Customer unless SilkFlo is required by Data Protection Legislation to otherwise process that Personal Data. Where SilkFlo is relying on Data Protection Legislation as the basis for processing Personal Data, SilkFlo shall promptly notify the Customer of this before performing the processing required by Data Protection Legislation unless the Data Protection Legislation prohibits SilkFlo from so notifying the Customer;

(b) ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

(c) not transfer any Personal Data outside the United Kingdom or the EEA unless the following conditions are fulfilled:

(i) the Customer or SilkFlo has provided appropriate safeguards in relation to the transfer;

(ii) the Data Subject has enforceable rights and effective legal remedies;

(iii) SilkFlo complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and

(iv) SilkFlo complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;

(d) assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

(e) notify the Customer without undue delay on becoming aware of a Personal Data breach;

(f) at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the agreement unless required by Data Protection Legislation to store the Personal Data; and

(g) maintain complete and accurate records and information to demonstrate its compliance with this clause 5.

5.4 The Customer consents generally to SilkFlo appointing third-party processors of Personal Data under this agreement. SilkFlo confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement incorporating terms which are substantially similar to those set out in this clause 5. As between the Customer and SilkFlo, SilkFlo shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 5.

5.5 SilkFlo may, at any time on not less than 30 days' notice, revise this clause 5 by replacing it with any applicable controller to processor standard clauses or similar terms forming party of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).

6. THIRD PARTY PROVIDERS

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

7. SUPPLIER'S OBLIGATIONS

7.1 SilkFlo undertakes that the Services will be performed substantially in accordance with the Documentation and with reasonable skill and care.

7.2 The undertaking at clause 7.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to SilkFlo's instructions, or modification or alteration of the Services by any party other than SilkFlo or SilkFlo's duly authorised contractors or agents. If the Services do not conform with the foregoing undertaking, Supplier will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 7.1.

7.3 SilkFlo:

(a) does not warrant that:

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

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

(iii) the Software or the Services will be free from Vulnerabilities or Viruses; or

(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 and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

7.4 This agreement shall not prevent SilkFlo 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 this agreement.

7.5 SilkFlo warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this agreement.

7.6 SilkFlo warrants that it has achieved and shall maintain ISO/IEC 27001:2022 certification (or a substantially equivalent industry-recognized security standard) throughout the Subscription Term. SilkFlo shall implement and maintain appropriate administrative, physical, and technical safeguards designed to protect the security, confidentiality, and integrity of Customer Data in accordance with its Information Security Policy. SilkFlo shall not be responsible for any loss, destruction, alteration or

disclosure of Customer Data caused by any third party (except those third parties sub-contracted by SilkFlo to perform services related to Customer Data maintenance and back-up for which it shall remain fully liable).

8. CUSTOMER'S OBLIGATIONS

8.1 The Customer shall:

(a) provide SilkFlo with:

(i) all necessary co-operation in relation to this agreement; and

(ii) all necessary access to such information as may be required by SilkFlo;

in order to provide the Services, including but not limited to Customer Data, security access information and configuration services;

(b) without affecting its other obligations under this agreement, comply with all applicable laws and regulations with respect to its activities under this agreement;

(c) carry out all other Customer responsibilities set out in this agreement 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, SilkFlo may adjust any agreed timetable or delivery schedule as reasonably necessary;

(d) ensure that the Users use the Services and the Documentation in accordance with the terms and conditions of this agreement and shall be responsible for any User's breach of this agreement;

(e) insofar as it has the capacity to do so, obtain and shall maintain all necessary licences, consents, and permissions necessary for SilkFlo, its contractors and agents to perform their obligations under this agreement, including without limitation the Services;

(f) ensure that its network and systems comply with the relevant specifications provided by SilkFlo from time to time; and

(g) be, to the extent permitted by law and except as otherwise expressly provided in this agreement, solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to SilkFlo'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.

8.2 The Customer owns all right, title, and interest in and to all of the Customer Data. The Customer grants to SilkFlo a non-exclusive, royalty-free licence to access, store, and process Customer Data for the purpose of providing the Services.

8.3 SilkFlo may create and retain **"Aggregated Data"** derived from the Customer's use of the Services (including Customer Data), provided that such Aggregated Data is fully anonymized and does not identify the Customer, its Users, or any specific Confidential Information.

8.4 SilkFlo shall own all right, title, and interest in the Aggregated Data and may use it for the purposes of:
(a) improving the performance and functionality of the Software;
(b) training and refining machine learning models and algorithms; and
(c) creating industry benchmarks and analytics.

9. CHARGES AND PAYMENT

9.1 The Customer shall pay the Subscription Fees to SilkFlo for the User Subscriptions in accordance with this clause 9.

9.2 The Customer shall on the Effective Date provide to SilkFlo valid, up-to-date and complete payment method details and/or approved purchase order information acceptable to SilkFlo and any other relevant valid, up-to-date and complete contact and billing details and, if the Customer provides:

(a) its payment method details to SilkFlo, the Customer hereby authorises SilkFlo to bill such payment method:

(i) on the Effective Date for the Subscription Fees payable in respect of the Initial Subscription Term; and

(ii) subject to clause 14.1, on each anniversary of the Effective Date for the Subscription Fees payable in respect of the next Renewal Period;

(b) its approved purchase order information to SilkFlo, SilkFlo shall invoice the Customer:

(i) on the Effective Date for the Subscription Fees payable in respect of the Initial Subscription Term; and

(ii) subject to clause 14.1, prior to or on each anniversary of the Effective Date for the Subscription Fees payable in respect of the next Renewal Period,

and the Customer shall pay each invoice on the date of such invoice.

9.3 If SilkFlo has not received payment within 14 days after the due date, and without prejudice to any other rights and remedies of SilkFlo:

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

(b) interest shall accrue on a daily basis on such due amounts at an annual rate equal to 4% over the then current base lending rate of SilkFlo's bankers in the UK from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.

9.4 All amounts and fees stated or referred to in this agreement:

(a) shall be payable in pounds sterling;

(b) are, subject to clause 13.3(b), non-cancellable and non-refundable;

(c) are exclusive of value added tax, which shall be added to SilkFlo's invoice(s) at the appropriate rate.

9.5 SilkFlo shall be entitled to increase the Subscription Fees and the fees payable in respect of the additional User Subscriptions purchased pursuant to clause 3.3 or clause 3.4 at any time by giving at least 45 days' prior notice, such increase to take effect from the start of the next Renewal Period.

10. PROPRIETARY RIGHTS

10.1 The Customer acknowledges and agrees that SilkFlo and/or its licensors own all intellectual property rights in the Services and the Documentation. Except as expressly stated herein, this agreement does not grant the Customer any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Services or the Documentation.

10.2 SilkFlo confirms that it has all the rights in relation to the Services and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this agreement.

11. CONFIDENTIALITY

11.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under this agreement. A party's Confidential Information shall not be deemed to include information that:

(a) is or becomes publicly known other than through any act or omission of the receiving party;

(b) was in the other party's lawful possession before the disclosure;

(c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or

(d) is independently developed by the receiving party, which independent development can be shown by written evidence.

11.2 Subject to clause 11.4, each party shall hold the other's Confidential Information in confidence and not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this agreement.

11.3 Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this agreement.

11.4 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 11.4, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.

11.5 The Customer acknowledges that details of the Services, and the results of any performance tests of the Services, constitute SilkFlo's Confidential Information.

11.6 SilkFlo acknowledges that the Customer Data is the Confidential Information of the Customer.

11.7 The above provisions of this clause 11 shall survive termination of this agreement, however arising.

12. INDEMNITY

12.1 The Customer shall defend, indemnify and hold harmless SilkFlo against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Customer's use of the Services and/or Documentation, provided that:

(a) the Customer is given prompt notice of any such claim;

(b) SilkFlo provides reasonable co-operation to the Customer in the defence and settlement of such claim, at the Customer's expense; and

(c) the Customer is given sole authority to defend or settle the claim.

12.2 SilkFlo shall defend the Customer, its officers, directors and employees against any claim that the Customer's use of the Services or Documentation in accordance with this agreement infringes any United Kingdom patent effective as of the Effective Date, copyright, trade mark, database right or right of confidentiality, and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims, provided that:

(a) SilkFlo is given prompt notice of any such claim;

(b) the Customer does not make any admission, or otherwise attempt to compromise or settle the claim and provides reasonable co-operation to SilkFlo in the defence and settlement of such claim, at SilkFlo's expense; and

(c) SilkFlo is given sole authority to defend or settle the claim.

12.3 In the defence or settlement of any claim, SilkFlo may procure the right for the Customer to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate this agreement on 2 Business Days' notice to the Customer without any additional liability or obligation to pay liquidated damages or other additional costs to the Customer.

12.4 In no event shall SilkFlo, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on:

(a) a modification of the Services or Documentation by anyone other than SilkFlo; or

(b) the Customer's use of the Services or Documentation in a manner contrary to the instructions given to the Customer by SilkFlo; or

(c) the Customer's use of the Services or Documentation after notice of the alleged or actual infringement from SilkFlo or any appropriate authority.

12.5 The foregoing and clause 13.3(b) state the Customer's sole and exclusive rights and remedies, and SilkFlo's (including SilkFlo's employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.

13. LIMITATION OF LIABILITY

13.1 Except as expressly and specifically provided in this agreement:

(a) the Customer assumes sole responsibility for results obtained from the use of the Services and the Documentation by the Customer, and for conclusions drawn from such use. SilkFlo shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to SilkFlo by the Customer in connection with the Services, or any actions taken by SilkFlo at the Customer's direction;

(b) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this agreement; and

(c) the Services and the Documentation are provided to the Customer on an "as is" basis.

13.2 Nothing in this agreement excludes the liability of SilkFlo:

(a) for death or personal injury caused by SilkFlo's negligence; or

(b) for fraud or fraudulent misrepresentation.

13.3 Subject to clause 13.1 and clause 13.2:

(a) SilkFlo shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this agreement; and

(b) SilkFlo's total aggregate liability in contract (including in respect of the indemnity at clause 12.2), tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, in any 12 month period starting on the Effective Date or any anniversary of it (each a **Contract Year**), arising in connection with the performance or contemplated performance of this agreement, shall be limited to the total Subscription Fees paid by the Customer to SilkFlo during that Contract Year.

13.4 Nothing in this agreement excludes the liability of the Customer for any breach, infringement or misappropriation of SilkFlo's Intellectual Property Rights.

14. TERM AND TERMINATION

14.1 This agreement shall, unless otherwise terminated as provided in this clause 14, commence on the Effective Date and shall continue for the Initial Subscription Term and, thereafter, this agreement shall be automatically renewed for successive periods equal to the Initial Subscription Term (each a **Renewal Period**), unless:

(a) either party notifies the other party of termination, in writing, at least 30 days before the end of the Initial Subscription Term or any Renewal Period, in which case this agreement shall terminate upon the expiry of the applicable Initial Subscription Term or Renewal Period; or

(b) otherwise terminated in accordance with the provisions of this agreement;

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

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

(a) the other party fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment;

(b) the other party commits a material breach of any other term of this agreement and (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;

(c) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;

(d) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

(e) the other party applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;

(f) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

(g) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party (being a company, partnership or limited liability partnership);

(h) the holder of a qualifying floating charge over the assets of that other party (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;

(i) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;

(j) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;

(k) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 14.2(c) to *clause 14.2(j)* (inclusive);

(l) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or

(m) the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this agreement is in jeopardy.

14.3 On termination of this agreement for any reason:

(a) all licences granted under this agreement shall immediately terminate and the Customer shall immediately cease all use of the Services and/or the Documentation;

(b) each party shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party;

(c) SilkFlo may destroy or otherwise dispose of any of the Customer Data in its possession unless SilkFlo receives, no later than ten days after the effective date of the termination of this agreement, a written request for the delivery to the Customer of the then most recent back-up of the Customer Data. SilkFlo shall use reasonable commercial endeavours to either deliver or make available for download the back-up to the Customer within 30 days of its receipt of such a written request, provided that the Customer has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). The Customer shall pay all reasonable expenses incurred by SilkFlo in returning or disposing of Customer Data; and

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

15. FORCE MAJEURE

SilkFlo shall have no liability to the Customer under this agreement if it is prevented from or delayed in performing its obligations under this agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of SilkFlo or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that the Customer is notified of such an event and its expected duration.

16. CONFLICT

If there is an inconsistency between any of the provisions in the main body of this agreement and the Schedules, the provisions in the main body of this agreement shall prevail.

17. VARIATION

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

18. WAIVER

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

19. RIGHTS AND REMEDIES

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

20. SEVERANCE

20.1 If any provision or part-provision of this agreement 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 this agreement.

20.2 If any provision or part-provision of this agreement is deemed deleted under clause 20.1 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.

21. ENTIRE AGREEMENT

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

21.2 Each party acknowledges that in entering into this agreement 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 this agreement.

21.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

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

22. ASSIGNMENT

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

22.2 SilkFlo may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.

23. NO PARTNERSHIP OR AGENCY

Nothing in this agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

24. THIRD PARTY RIGHTS

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

25. NOTICES

25.1 Any notice required to be given under this agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its address set out in this agreement, or such other address as may have been notified by that party for such purposes, or sent by fax to the other party's fax number as set out in this agreement.

25.2 A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9 am on the first business day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post. A notice sent by fax shall be deemed to have been received at the time of transmission (as shown by the timed printout obtained by the sender).

26. GOVERNING LAW

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

27. 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 this agreement or its subject matter or formation (including non-contractual disputes or claims).