

Buyer Terms:

<https://www.feebris.com/buyer-terms>

Effective 17 Sep, 2024

1. Definitions

1.1 In these terms and conditions ("Terms"), unless the contrary intention appears:

"Applicable Data Protection Law" means all worldwide data protection and privacy laws and regulations applicable to the personal data in question, including, where applicable, EU Data Protection Law or UK Data Protection Law;

"Authorised Representative" has the meaning given in Clause 11.1;

"Authorised Users" means those individuals who are authorised by the Licensee to access and use the Feebris Platform;

"Business Day" means a day other than a Saturday, Sunday or bank or public holiday in England and Wales;

"Buyer" means the entity that purchases the Products or Services from Feebris as identified in the Order;

"Confidential Information" means information provided or disclosed by one party to the other in connection with the Contract, whether before or after the date of the Contract, and whether in writing, electronically, orally or by any other means, which is marked as or has been otherwise indicated to be confidential or which derives value from being confidential or which would be regarded as confidential by a reasonable business person; including but not limited to information relating to trade secrets, industrial rights, know-how, inventions, discoveries, improvements, formulae, techniques, specifications, test methods, recipes, procedures, processes, drawings, manuals, computer systems or software, codes of practice, instructions, catalogues, ideas, facilities, plant and equipment, business methods, finances, prices, business plans, marketing plans, development plans, manpower plans, sales targets, sales statistics, customers and suppliers;

"Contract" means the contract between Feebris and the Buyer under which Feebris has agreed to provide certain Products and/or Services to the Licensee, comprising the Order and these Terms;

"controller", "processor", "data subject", "personal data" and "processing" (and "process") shall have the meanings given in EU Data Protection Law;

"Delivery" means delivery of the relevant Product to the Delivery Address, or the start of the provision of the Services (as applicable);

"Delivery Address" means the delivery address specified in the Order;

"Delivery Date" means the delivery date of the relevant Product as specified in the Order;

"Deposit" means the deposit amount for the Leased Products as set out in the Order;

"Documentation" means user manuals; installation manuals, service or product specifications, including pricing, customer support contact details and other documents relating to the Products and/or Services and which may be updated from time to time at Feebris' sole discretion;

"Effective Date" means the date that the Order has been entered into by the Parties, as set out in the Order;

"EU Data Protection Law" means (i) Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the Processing of Personal Data and on the free movement of such data (General Data Protection Regulation) (the "GDPR"); (ii) the EU e-Privacy Directive (Directive 2002/58/EC); and (iii) any and all applicable national data protection laws made under or pursuant to (i) or (ii); in each case as may be amended or superseded from time to time;

"Feebris" means Feebris Limited, a company registered in England and Wales under company number 10814733;

"Feebris Platform" means the mobile and web software application provided by Feebris as part of the Services as further described in the Documentation;

"Force Majeure" means any cause or event that is beyond the reasonable control of the affected party, including:

- (a) war, riot, civil commotion or terrorist attack;
- (b) fire, flood or storm;
- (c) strikes, lockouts or other industrial disputes; or
- (d) any delay or failure caused by Feebris' contractors.

"Insolvency Event" means where a person ceases or threatens to cease to carry on business, is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986, has an administrator, receiver, administrative receiver or manager appointed over the whole or any part of its assets, enters any composition with creditors generally, has an order made or resolution passed for it to be wound up (unless as part of any scheme for solvent amalgamation or solvent reconstruction), undergoes any other arrangement which affects the rights of creditors or undergoes any similar or equivalent process in any jurisdiction;

"Leased Products" means any Product that is to be provided (at least in the first instance) on a hire basis rather than a purchase basis;

"Licensee" means the entity or entities as set out in the Order who is permitted to use or otherwise take the benefit of any Products and/or Services under the Contract and that has accepted the Platform Terms;

"Licensee Data" means the personal data of Authorised Users and patients available to the Licensee in the Feebris Platform, including both personal data inputted into the Feebris Platform by Authorised Users and patients, and personal data outputted by computations in the Feebris Platform.

"Normal Working Hours" means between 9am and 5pm on any Business Day;

"Order" means a purchase order submitted by the Buyer and accepted by Feebris in writing, which sets out the Products and/or Services to be provided by Feebris;

"Platform Terms" means Feebris' terms for access and use of the Feebris Platform which are set out at <https://www.feebris.com/platform-terms>;

"Price" means:

(a) the price for the relevant Product or Service (including any Rental Payment or Deposit, as applicable) as set out in the Order; or

(b) if the Order does not contain a price, the price as set out in Feebris' current price lists;

"Products" means the products to be provided to the Licensee as set out in the Contract;

"Purchase Option" means the Buyer's option to purchase Leased Products as more fully described in Clauses 5.4.7 - 5.4.9;

"Purchase Option Price" means the price of the Purchase Option as set out in the Order;

"Rental Payments" means the payments to be made by the Buyer for hire of the Leased Products as set out in the Order;

"Rental Period" means the period of hire as set out in the Order;

"Sales Taxes" means any value added taxes, goods taxes or other sales taxes which may at any time be chargeable in respect of the sale or supply of Products and/or Services;

"Services" means the services (which may also include the Licensee's access to and use of the Feebris Platform) (i) purchased by the Buyer under the Contract; and (ii) provided by Feebris to the Licensee under these Terms and the Platform Terms;

"Services Term" means the term for which the Services will be provided as set out in the Order;

"Site" means the Licensee's premises as set out in the Delivery Address, or any other premises where the Licensee uses the Products and/or Services;

"Total Loss" means that, due to the Licensee's default, the Leased Products are (in Feebris' reasonable opinion), damaged beyond repair, lost, stolen, seized or confiscated;

"UK Data Protection Law" means (i) the GDPR as incorporated into UK law by the EU Withdrawal Act; (ii) the Data Protection Act 2018; and (iii) the Privacy and Electronic Communications Regulations 2003, in each case as may be amended or superseded from time to time;

"Virus" means 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.

1.2 In these Terms:

1.2.1 a reference to a provision of law is a reference to that provision as extended, applied, amended or enacted from time to time and includes any subordinate legislation;

1.2.2 the singular includes the plural and vice versa;

1.2.3 words denoting persons include bodies corporate and unincorporated associations of persons;

1.2.4 references to these Terms or any other agreement are to these Terms or such other agreement as it may be varied, amended, supplemented, restated, renewed, novated or replaced from time to time;

1.2.5 references to a party to these Terms include are reference to its successors and assigns;

1.2.6 the word "including" is by way of illustration and emphasis only and does not operate to limit the generality or extent of any other words or expressions;

1.2.7 references to Clauses and Schedules refer to clauses of and schedules to these Terms;

1.2.8 the headings in these Terms do not affect their interpretation.

2. Applicability of these Terms

2.1 These Terms apply to the sale or hire of Products and the provision of the Services by Feebris to the Buyer, on behalf of the Licensee. The Parties acknowledge that although the Buyer is purchasing or hiring such Products and Services, the Products and Services shall be delivered to and only used by the Licensee, except as otherwise permitted by these Terms.

2.2 Where the Buyer is the Licensee (and only in such cases):

2.2.1 references to the Licensee shall be deemed to be references to the Buyer; and

2.2.2 references to the Buyer procuring the compliance of the Licensee shall not apply and instead the Buyer shall be responsible for such compliance.

3. Commencement and Duration

3.1 The Contract shall apply from the Effective Date and continue, unless terminated earlier in accordance with Clause 17, for the duration of the Contract as set out in the Order.

4. Price and payment

4.1 The Buyer shall pay to Feebris the Price in respect of all Products and/or Services together with any shipping, packaging and insurance costs set out in the Order. In relation to any Leased Products, the Rental Payment and Deposit shall be as set out in the Order.

4.2 The Price is exclusive of all Sales Taxes, which the Buyer shall pay at the rate prevailing at the date of Feebris' invoice.

4.3 The Deposit is a deposit against default by the Buyer of payment of any Rental Payments or any loss of or damage caused by the Licensee or the Buyer to the Leased Products. The Buyer shall pay the Deposit to Feebris on the Effective Date. If the Buyer fails to make any Rental Payments as required under the Order, or if there is loss of or damage to the Leased Products (in whole or in part), Feebris shall be entitled to apply the Deposit against such default, loss or damage.

4.4 Feebris shall be entitled to invoice the Buyer:

4.4.1 in relation to Products, in advance of Delivery of the relevant Product(s); and

4.4.2 in relation to Services, upon Delivery of the relevant Service(s).

4.5 The Buyer shall pay all of Feebris' invoices within 14 calendar days after receipt of an invoice. Payment shall be made in pounds sterling (GBP) by the means set out in the Order. Payments shall be deemed to be received only on receipt by Feebris of cleared funds. If it is not clear from the remittance information which invoice is being paid, Feebris reserves the right to apply the payment to the oldest balance due under these Terms.

4.6 Feebris shall not be required to provide or deliver any Product(s) to the Licensee until it has received payment in full of the Price for the Product (or, in relation to Leased Products, has received the Deposit and the initial Rental Payment), as well as all applicable Sales Taxes and all applicable delivery, packaging and insurance costs from the Buyer.

4.7 The Buyer shall not be entitled for any reason to any set-off, counterclaim, abatement or other similar deduction to withhold payment of any amount due to Feebris.

4.8 If the Buyer fails to pay any sum due for payment under the Contract on or before the due date:

4.8.1 the Buyer shall pay interest on such sum from the due date until the date of actual payment (whether before or after judgement) at the rate of 4% per annum above the base rate of the Bank of England from time to time, such interest to accrue on a day to day basis and to be compounded quarterly. The Parties acknowledge that this amounts to a substantial remedy for late payment;

4.8.2 Feebris shall provide the Buyer with notice of this breach and, if the Buyer does not resolve such non-payment within 30 calendar days from the date on which Feebris provided this notice, Feebris may, at the Buyer's expense, retake possession of the Leased Products and for this purpose may enter the Site or any premises at which the Leased Products are located; and/or

4.8.3 Feebris may suspend the provision of such Products or Services as further set out in Clause 16.1.1.

5. Products

5.1 General

5.1.1 The Buyer shall (and shall procure that the Licensee shall) use the Products only in accordance with applicable law, the Documentation and any other instructions of Feebris.

5.2 Delivery

5.2.1 All Delivery Dates are estimates only. Feebris shall give the Licensee not less than one Business Day's prior notice of the date on which it proposes to deliver any Product to the Licensee. Feebris shall not be liable for any loss or damage suffered by the Buyer or the Licensee as a result of Feebris' failure to deliver any Product on the Delivery Date or on the date notified to the Buyer and the Licensee under this Clause. Time shall not be of the essence in relation to delivery of any Product.

5.2.2 Feebris shall deliver the Products specified in the Order to the Licensee at the Delivery Address.

5.2.3 Feebris may, at its option, deliver Products ordered under the Contract in instalments.

5.2.4 Delivery shall take place during Normal Working Hours. If the Licensee requires delivery of any Product outside of Normal Working Hours, the Buyer or Licensee shall submit a request in writing to Feebris. Feebris shall not be obliged to deliver any Product outside of Normal Working Hours unless Feebris agrees in writing to do so and provided the Buyer pays to Feebris any additional charges for such delivery that are agreed between Feebris and the Buyer.

5.2.5 If the Licensee refuses or fails to take delivery of any Product tendered in accordance with these Terms, Feebris shall be entitled to:

(a) store the Products in such manner as it deems fit at the Buyer's cost (including all costs of storage, insurance and redelivery of the Products) until the Licensee or the Buyer takes delivery, or until sale of the Products under Clause 5.2.5(b); and/or

(b) cancel the Contract, if neither the Licensee nor the Buyer has taken delivery of, or arranged collection of the relevant Products within 15 Business Days after the date on which Feebris first attempted delivery, and (without prejudice to any other rights or remedies available to Feebris under these Terms, or otherwise) resell or otherwise dispose of all or part of the Products.

5.3 Risk and title

5.3.1 The risk of loss of or damage to any Product shall pass to the Buyer on Delivery.

5.3.2 Subject to Clause 5.4.2, the title to any Product shall not pass to the Buyer until Feebris has received payment in full of the Price for the Product, all applicable Sales Taxes and all applicable delivery, packaging and insurance costs.

5.3.3 Notwithstanding Clause 5.3 above, where the Buyer has purchased a Product which is a Leased Product, the provisions in Clause 5.4 shall also apply; and the provisions in Clause 5.4 shall prevail in relation to such Leased Products in the event of any conflict with Clause 5.3.

5.4 Leased Products

5.4.1 Where the Buyer has leased the Leased Products under the Contract, subject to Clause 4.6, the Licensee shall be entitled to use such Leased Products for the Rental Period.

5.4.2 Notwithstanding Clause 5.3.2, the Leased Products shall at all times remain the property of Feebris, and the Buyer shall have no right, title or interest in or to the Leased Products (save the right to possession and use of the Leased Products subject to these Terms), except where the Buyer purchases the Leased Products pursuant to the Purchase Option in Clauses 5.4.7 - 5.4.9.

5.4.3 The risk of loss, theft, damage or destruction of the Leased Products shall pass to the Buyer on Delivery. The Leased Products shall remain at the sole risk of the Buyer during the Rental Period and any further term during which the Leased Product is in the possession,

custody or control of the Licensee ("Risk Period"), until such time as the Leased Product is redelivered to Feebris.

5.4.4 The Buyer shall (and shall otherwise procure that the Licensee shall) give immediate written notice to Feebris in the event of any loss, accident or damage to the Leased Products arising out of or in connection with the Buyer or the Licensee's possession or use of the Leased Products.

5.4.5 The Buyer shall (and shall procure that the Licensee shall) during the Rental Period:

(a) maintain at its own expense the Leased Products in good and substantial repair in order to keep it in as good an operating condition as it was on the date of Delivery (fair wear and tear only excepted) including replacement of worn, damaged and lost parts, and shall make good any damage to the Leased Products;

(b) not, without the prior written consent of Feebris, part with control of (including for the purposes of repair or maintenance), sell or offer for sale, under let or lend the Leased Products or allow the creation of any mortgage, charge, lien or other security interest in respect of it;

(c) not suffer or permit the Leased Products to be confiscated, seized or taken out of its possession or control under any distress, execution or other legal process, but if the Leased Products are so confiscated, seized or taken, the Buyer shall notify Feebris and the Buyer shall, at its sole expense, use its best endeavours to procure an immediate release of the Leased Products and shall indemnify Feebris on demand against all losses, costs, charges, damages and expenses incurred as a result of such confiscation;

(d) not use the Leased Products for any unlawful purpose;

(e) not remove, obscure or delete any mark placed on the Leased Product by Feebris, which may enable the Product to be identified; and

(f) deliver up the Leased Products at the end of the Rental Period or on earlier termination of the Contract at such address as Feebris requires, or if necessary allow Feebris or its representatives access to the Site or any premises where the Leased Products are located for the purpose of removing the Leased Products.

5.4.6 The Buyer acknowledges that Feebris shall not be responsible for any loss of or damage to the Leased Products arising out of or in connection with any negligence, misuse, mishandling of the Leased Products or otherwise caused by the Buyer, the Licensee or their officers, employees, agents and contractors, and the Buyer undertakes to indemnify Feebris on demand against the same, and against all losses, liabilities, claims, damages, costs or expenses of whatever nature otherwise arising out of or in connection with any failure by the Buyer or the Licensee to comply with these Terms.

5.4.7 The Buyer shall, subject to Clause 5.4.8, have the option, exercisable by not less than 15 Business Days' written notice to Feebris, to purchase the Leased Products on the last Business Day of the Rental Period at the Purchase Option Price.

5.4.8 The Purchase Option may be exercised only if:

(a) all amounts due to Feebris under the Contract up to the date of exercise of the Purchase Option have been paid in full by the Buyer; and

(b) Feebris consents in writing (such consent to be withheld at Feebris' sole discretion).

5.4.9 Upon completion of the purchase of the Leased Products under these Clauses 5.4.7-5.4.9, such title to the Leased Products as Feebris had on the Effective Date shall transfer to the Buyer. The Leased Products shall transfer to the Buyer in the condition and at the location in which it is found on the date of transfer.

6. Services

6.1 Use of the Feebris Platform

6.1.1 The Licensee's access to and use of the Feebris Platform is governed by and subject to the Platform Terms.

6.1.2 The Buyer shall procure that the Licensee accepts and complies with the Platform Terms. Feebris shall be under no obligation to provide the Feebris Platform and shall not be liable to the Buyer for any failure to provide the Feebris Platform until the Licensee has accepted the Platform Terms.

6.2 Provision of the Services

6.2.1 Feebris shall, during the Services Term, use reasonable endeavours to provide the Services to the Licensee in accordance with the Contract.

6.2.2 As part of the Services, Feebris will provide the Licensee with basic customer support by telephone during Normal Working Hours. Feebris may also, following a request by the Buyer, provide enhanced customer support to the Licensee; and, in such circumstances, Feebris shall be entitled to levy additional charges for such support services at Feebris' then current rates.

6.2.3 Feebris shall not be obliged to provide any fault rectification of the Services where:

(a) the Buyer is in arrears with payment of the Price or any other payment due to Feebris under these Terms; or

(b) such fault comprises the rectification of lost or corrupted data; or

(c) Feebris determines in its reasonable opinion that the fault results directly or indirectly from:

- (i) the negligence, act, omission or default of the Buyer or Licensee;
- (ii) the Buyer's or the Licensee's breach of these Terms;
- (iii) the operation, failure or malfunction of any network, products, deliverables or software owned or controlled by the Buyer other than Products provided by Feebris and used in accordance with its instructions; or
- (iv) any third party action in response to an act or omission of the Buyer or Licensee, or any person given access to the Services by the Buyer or the Licensee,

and in such case Feebris may recover in arrears or advance from the Buyer all reasonable costs incurred or to be incurred by Feebris (or on its behalf) in connection with the remedy of such defect, fault or impairment, such costs to be calculated on a time and materials basis.

6.2.4 To the extent that any failure by the Buyer to comply with these Terms or the Licensee to comply with the Platform Terms causes Feebris to fail or be delayed in its performance of its obligations under these Terms or the Platform Terms, Feebris shall:

- (a) not be liable for any resulting failure or delay in carrying out the Services; and
- (b) be entitled to charge the Buyer for any additional work that Feebris has to carry out in order to remedy the effects of such failure.

7. No warranty

7.1 Save as expressly set out in the Contract, Feebris:

7.1.1 does not warrant that the Licensee's use of the Services will be uninterrupted or error-free; or that the Services, Documentation and/or the information obtained by the Licensee through the Services will meet the Licensee's requirements;

7.1.2 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 Licensee (and the Buyer) acknowledges that the Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities; and

7.1.3 provides all Products and Services on an "as is" basis.

7.2 Further, to the extent permitted by law, Feebris expressly excludes all other warranties and conditions, whether express or implied, including (but not limited to) those as to the quality or fitness for purpose of the Products, Feebris Platform and the Services.

8. Intellectual Property

8.1 All intellectual property rights in the Products, Services and the Documentation belong to Feebris or the applicable third party owner of such rights. Nothing in the Contract shall operate to transfer any such intellectual property rights to the Buyer or the Licensee.

8.2 The Buyer agrees (and shall procure that the Licensee agrees) not to remove, suppress or modify in any way any proprietary marking on any Product, Feebris Platform or Documentation (including any trade mark or copyright notice).

8.3 The parties agree that Feebris shall own all intellectual property rights arising out of or relating to the Licensee's use of the Services, including in relation to any know how, ideas, methods, processes or techniques which relate to any developments arising out of the provision of or in connection with the Services, for the purposes of Feebris' business from time to time.

8.4 The provisions of Clause 8.3 shall survive termination of these Terms, however arising.

9. Data Protection

9.1 The parties shall each process the personal data collected under or in connection with the Contract in accordance with Applicable Data Protection Law. Feebris shall process Buyer's (or its employee's or representative's) personal data in accordance with its privacy notice, located at <https://www.feebris.com/privacy>

9.2 Each party shall comply with its respective obligations under Applicable Data Protection Law.

10. Confidentiality

10.1 Feebris and the Buyer (and the Buyer shall procure that the Licensee shall also) each agree to keep confidential and use only for the purpose of exercising and performing their respective rights and obligations under these Terms all Confidential Information.

10.2 Subject to Clause 10.4, both parties undertake not to disclose to any third party such Confidential Information without the express written consent of the other.

10.3 No obligation of confidentiality under this Clause 10 shall apply to Confidential Information which:

10.3.1 is already in the possession of the disclosing party without an obligation of confidentiality owed to the other; or

10.3.2 has been developed by the disclosing party independently without access to any of the relevant Confidential Information; or

10.3.3 the disclosing party rightfully receives free of any obligation of confidentiality from a third party; or

10.3.4 enters the public domain other than by reason of any breach of these Terms; or

10.3.5 is required by any competent regulatory authority or by an infrastructure provider.

10.4 Notwithstanding Clauses 10.1 and 10.2, Feebris shall have the right to publicise that the Buyer and the Licensee is a party to these Terms in any advertising or promotion.

11. Authorised Representatives

11.1 Each party shall, as soon as practicable, nominate an individual (or individuals) ("Authorised Representative(s)") to manage their relationship under these Terms. Orders placed or purported to be placed by the Buyer's Authorised Representative will, without prejudice to the validity of any other Order, be binding on the Buyer. Each party will be entitled to change their Authorised Representatives by written notice to the other.

12. Liability

12.1 Nothing in these Terms shall exclude or limit the liability of a party for:

12.1.1 death or personal injury caused by its negligence;

12.1.2 fraud or fraudulent misrepresentation; or

12.1.3 any other liability that cannot be excluded or limited by law.

12.2 Subject to Clause 12.1, neither party shall be liable to the other for any special, indirect or consequential loss (whether or not such party had been informed of or was aware that there was a serious possibility of such loss).

12.3 Subject to Clause 12.1, Feebris shall not be liable to the Buyer or the Licensee for any loss of goodwill, reputation or opportunity, any loss of profit, any loss of business, any loss of anticipated savings or revenue, or any loss of or corruption of data in each case arising out of or in connection with the Contract or any breach or non-performance of the Contract, no matter how fundamental (including by reason of Feebris' negligence).

12.4 Subject to Clause 12.1 and Clause 12.5, the total and aggregate liability of either party to the other (or to a Licensee) arising out of or in connection with the Contract, or for any breach or non-performance of the Contract, no matter how fundamental (including by reason of negligence), shall not exceed the Price paid or payable under the Contract for the contract year in which the liability arose.

12.5 Notwithstanding Clause 12.4, the parties acknowledge that the Buyer's liability for non-payment of any sums owed under the Contract shall be unlimited.

12.6 Subject to Clause 12.1, in no circumstance will Feebris be liable to any third party in relation to the Contract, other than the Buyer.

12.7 The express provisions of these Terms are in lieu of all warranties, terms, conditions, undertakings, representations and obligations implied by statute, common law, trade usage, course of dealing or otherwise, all of which are excluded to the fullest extent permitted by law.

13. Indemnity

13.1 Feebris shall defend the Buyer, its officers, directors and employees against any claim that the Products, Services or Documentation infringes any United Kingdom patent effective as of the Effective Date, copyright, trade mark, database right or right of confidentiality, and shall indemnify the Buyer for any amounts awarded against the Buyer in judgment or settlement of such claims, provided that:

13.1.1 Feebris is given prompt notice of any such claim;

13.1.2 neither the Buyer nor the Licensee makes a statement that is prejudicial to Feebris or in respect of such claim;

13.1.3 such infringement is not caused by or contributed to by acts of the Buyer or the Licensee other than the use of the Services, Products or Documentation in accordance with these Terms;

13.1.4 the Buyer provides reasonable co-operation to Feebris in the defence and settlement of such claim, at Feebris' expense; and

13.1.5 Feebris is given sole authority to defend or settle the claim.

13.2 In the defence or settlement of any claim, Feebris may procure the right for the Licensee to continue using the Products, Services or Documentation, replace or modify the Services, Products or Document so that they become non-infringing or, if such remedies are not reasonably available, terminate the Contract on two (2) Business Days' notice to the Buyer, without any additional liability or other additional costs to the Buyer.

13.3 In no event shall Feebris, its employees, agents or sub-contractors be liable to the Buyer to the extent that the alleged infringement is based on:

13.3.1 a modification of the Product, Services or Documentation by anyone other than Feebris; or

13.3.2 the Licensee's use of the Product, Services or Documentation in a manner contrary to the instructions given to the Licensee by Feebris; or

13.3.3 the Licensee's use of the Product, Services or Documentation after notice of the alleged or actual infringement from Feebris or any appropriate authority.

14. Force Majeure

14.1A party shall have no liability for any delay in performance or any non-performance of any obligation under the Contract, save for any payment obligation which shall continue in full force and effect, to the extent that such delay or non-performance is due to Force Majeure. The time for performance of the relevant obligation shall be extended to the extent that the delay or non-performance is due to Force Majeure.

14.2 If Feebris is prevented for a period of more than 90 calendar days from delivering all or any Products or Services under the Contract by reason of Force Majeure, then either party may terminate the Contract by serving written notice on the other party.

15. Disputes

15.1 In the event that the Buyer in good faith reasonably disputes any portion of the Price contained in an invoice, the Buyer will pay the undisputed portion of the invoice on the due date in full and submit a documented claim for the disputed amount. As a minimum, such documented claim shall set out the amount in dispute, the reason for such dispute and provide such evidence as shall be reasonably necessary to support the claim. The parties shall negotiate in good faith in an attempt to resolve the dispute, provided that if the dispute cannot be resolved within 30 calendar days of the date of the invoice, either party may refer the case to an independent arbitrator. If the Buyer does not submit a documented claim prior to the due date for payment of the invoice, the Buyer waives all rights to dispute or query the invoice. All or part of any invoice shall cease to be disputed when the disputed amount is agreed between the parties or is settled in court.

16. Suspension

16.1 In addition to any other rights set out in these Terms, Feebris shall be entitled at its sole discretion to elect to suspend any or all of the Products or Services until further notice in the event that:

16.1.1 the Buyer fails to pay any sum for payment under the Contract on or after the due date;

16.1.2 in respect of the Services, Feebris is entitled to suspend such Services under the Platform Terms;

16.1.3 Feebris is entitled to terminate all or any part of these Terms, without prejudice to Feebris' right subsequently to terminate all or any part of these Terms; or

16.1.4 Feebris is obliged to comply with an order, instruction or request of government, an emergency service organisation, regulator or other competent administrative authority.

16.2 Where Products or Services are suspended, other than as a result of any breach, fault or omission of the Buyer or Licensee, Feebris shall use its reasonable efforts to procure that recommencement occurs as soon as is practicable and that the Products or Services are only suspended to the extent required in the circumstances. In the event that Products or Services are suspended as a result of any breach, fault or omission of the Buyer, the Buyer

will pay all of Feebris' reasonable costs, charges and expenses in connection with any recommencement.

17. Termination

17.1 Either party may terminate the Contract at anytime by written notice to the other if:

17.1.1 either party suffers an Insolvency Event; or

17.1.2 subject to Clause 17.2.1, either party (or the Licensee) commits a material breach of any term of the Contract which is irremediable or, if such breach is remediable, fails to remedy that breach within a period of 30 days after being notified to do so.

17.2 Notwithstanding Clause 17.1, Feebris may terminate the Contract at anytime by written notice to the Buyer if:

17.2.1 the Buyer fails to make payment under the Contract in accordance with these Terms and, following receipt of a notice from Feebris in relation to such failure (a "Payment Breach Notice"), does not remedy this breach within 30 calendar days from the date of receipt of the Payment Breach Notice; or

17.2.2 Feebris terminates the Platform Terms with the Licensee; or

17.2.3 a Total Loss occurs.

17.3 On termination of the Contract for any reason:

17.3.1 all licences granted under the Contract shall immediately terminate and the Buyer shall (and shall procure that the Licensee shall) immediately cease all use of the Services and/or the Documentation;

17.3.2 Feebris' consent to the Licensee's possession of the Leased Products under the Contract shall terminate and Feebris may, by its Authorised Representatives, without notice and at the Buyer's expense, retake possession of the Leased Products and for this purpose may enter the Site or any premises at which the Leased Products are located;

17.3.3 each party shall otherwise return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party as provided under the Contract;

17.3.4 without prejudice to any other rights or remedies of Feebris, the Buyer shall pay to Feebris on demand:

(a) any and all sums due but unpaid under the Contract at the date of such demand, together with any interest accrued pursuant to Clause 4.8.1;

(b) any costs and expenses incurred by Feebris in recovering the Leased Products or any other equipment, property, Documentation or other items belonging to Feebris and/or in collecting any sums due under these Terms for the Contract (including any storage, insurance, repair, transport, legal and remarketing costs); and

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 that existed at or before the date of termination shall not be affected or prejudiced. In particular, the Buyer shall remain liable to pay all outstanding payments under the Contract.

18. Illegality/Severance

If any provision of these Terms is declared by any competent court or body to be illegal, invalid or unenforceable under the law of any jurisdiction, or if any enactment is passed that renders any provision of these Terms illegal, in valid or unenforceable under the law of any jurisdiction this shall not affect or impair the legality, validity or enforceability of the remaining provisions of these Terms.

19. Notices

19.1 Save as provided otherwise, any notices required or permitted hereunder will be given to the appropriate party by: (1) email to the Authorised Representative, where notice shall be deemed given when sent; or (2) to the party's registered company address (or at such other address as the party may specify in writing), where notice shall be deemed given upon personal delivery to the appropriate address or three calendar days after the date of mailing if sent by certified or registered mail.

20. Assignment

20.1 The Buyer may not assign, transfer, delegate or otherwise deal with its rights or obligations under these Terms without the prior written consent of Feebris (and such consent may be given subject to such conditions as Feebris considers appropriate). Feebris may assign or delegate all or any of its rights or obligations under these Terms at any time without notice and may appoint a third party to collect any charges under these Terms.

21. Variations

21.1 No purported amendment or variation of the Contract shall be effective unless it is in writing and duly executed by or on behalf of each of the parties. Should any amendment be required to ensure that these Terms comply with any applicable law, regulation or code of practice (on Feebris or otherwise) and the Buyer refuses to agree to such change, Feebris may immediately terminate the Contract (or any part thereof) by providing notice of the same to the Buyer, without incurring any liability.

22. Waiver

The failure to exercise or delay in exercising a right or remedy provided to a party under the Contract shall not constitute a waiver of that right or remedy, and no waiver by a party of any breach of the Contract shall constitute a waiver of any subsequent breach of the same or any other provision.

23. Third Party Rights

A person who is not a party to the Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of the Contract.

24. Partnership

24.1 Nothing in these Terms shall constitute or be deemed to constitute a partnership, joint venture or agency between the parties and, save as to the extent required by Feebris to give effect to the Contract, neither party shall have any authority or power to bind, contract in the name of or create a liability for or against the other.

25. Entire Agreement

25.1 The Contract constitutes the entire agreement and understanding between the parties relating to the sale of Products and/or Services by Feebris to the Buyer, and supersedes any other agreement or understanding (written or oral) between the parties relating to the same.

25.2 Each party acknowledges and agrees that it does not rely on, and shall have no remedy in respect of, any promise, assurance, statement, warranty, undertaking or representation made (whether innocently or negligently) by any other party or any other person except as expressly set out in these Terms in respect of which its sole remedy shall be for breach of contract.

25.3 In the event of any conflict between the terms of these Terms and the terms of the Order, the terms of the Order shall prevail.

25.4 Nothing in this Clause 25 shall operate or be construed to exclude or limit any liability of any person for fraud, including fraudulent misrepresentation.

26. Governing Law and Jurisdiction

26.1 This Agreement and 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) shall be governed by English law.

26.2 The parties submit to the non-exclusive jurisdiction of the English courts for all purposes relating to and in connection with the Contract and any such dispute or claim referred to in Clause 26.1.