



BTW Master Subscription Agreement

Rainbird	RAINBIRD TECHNOLOGIES LTD incorporated and registered in England and Wales with company number 08599568 whose registered office is at Saxon House, Hellesdon Park Road, Drayton High Road, Norwich, Norfolk NR6 5DR
Rainbird Contact	Account Executive: Email: Phone Number:
Client	Company name: Company registration number: Registered address:
Client Contact	Name: Email: Phone Number:
Date	

Terms and Conditions

1. INTERPRETATION

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

“Acceptable Use Restrictions”: has the meaning given in clause 7.2.

“Additional Services”: any additional services agreed to be provided by Rainbird to the Client, which are not listed in the Services section of the relevant Order Form as being included (as set out in the “Included” column).

“Additional Services Fees”: the fees that the Client shall pay for the Additional Services as set out opposite each of the Additional Services in the relevant Order Form.

“Applicable Laws”: all applicable laws, statutes, regulations and standards applying to the person or circumstances in question, including standards imposed by or notices issued by any governmental or regulatory authorities and all generally applicable industry standards, including those attributable to self-regulation.

“Author User”: the employees, agents and contractors of the Client or a member of its Group who are authorised by the Client to access, use and develop Client Content on the Rainbird Platform subject to and in accordance with the terms of this agreement, and such number of permitted Author Users shall be as set out in the relevant Order Form (together with any additional Author Users purchased by the Client from time to time).

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

“Client Content”: the data, know-how and/or knowledge inputted and/or content developed by the Author Users, in or on the Rainbird Platform.

“Conditions”: these general terms and conditions as amended from time to time in accordance with clause 20.

“Commencement Date”: the date of this agreement.

“Contract Year” means each successive period of 12 months commencing on the Commencement Date.

“Control”: shall be as defined in section 1124 of the Corporation Tax Act 2010, and the expression **change of Control** shall be construed accordingly.

“Confidential Information”: all information (including all oral and visual information, and all information recorded in writing or electronically, or in any other medium or by any other method) disclosed to, or obtained by, one party from the other party or a third party acting on that other party's behalf including without limitation:

(a) any information relating to the business of either party including: any ideas; business methods; finance; prices, business, financial, marketing, development or manpower plans; customer lists or details; supplier lists or details; computer systems and software; products or services; know-how; trade secrets; processes; technical information; marketing opportunities; other matters connected with the products or services manufactured, marketed, provided or obtained by either party; information concerning either party's relationships with actual or potential clients, customers or suppliers; and

(b) any other information so disclosed or obtained and which has been stated to be confidential.

"Data Controller": has the meaning given to it in the Data Protection Legislation.

"Data Processor": has the meaning given to it in the Data Protection Legislation.

"Data Protection Legislation": all applicable statutes, laws, secondary legislation, rules, regulations and guidance from a Supervisory Authority (or its UK equivalent) relating to privacy, confidentiality, security, direct marketing or data protection of personal data or corporate data (including any national laws implementing any such legislation (including Directives 95/46/EC, 2002/58/EC and 97/66/EC)), including the Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI2003/2426), the Regulation of Investigatory Powers Act 2000 and the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699) and the General Data Protection Regulation.

"Data Subject": has the meaning given to it in the Data Protection Legislation.

"Decision Class": means the categorisation of Queries based on their complexity, commercial value, risk profile and processing requirements with each class consuming a different number of Decision Credits.

"Decision Credit": means the unit of measurement for pricing decision-making within the Rainbird Platform, being a single auditable decision made by Rainbird's inference engine (whether resulting in a definitive answer, probability-weighted outcomes, or a determination that no answer can be reached), with consumption rates determined by Decision Class, with the total Permitted Decision Credit Limit as set out in the Order Form.

"Documentation": the documents made available to the Client by Rainbird within or on the Rainbird Platform and online via <https://academy.rainbird.ai> (or such other web address notified by Rainbird to the Client from time to time) which sets out the user instructions for the Rainbird Platform.

"Extended Renewal Period": successive periods of 12 months after the expiry of the Initial Subscription Term set out in the relevant Order Form.

"General Data Protection Regulation": Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.

“Group”: in relation to a company, that company, any subsidiary or any holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company. Each company in a Group is a **member of the Group**.

“Initial Subscription Term”: the initial term of the subscription as set out in the relevant 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.

“Knowledge Map”: an Extensible Markup Language file including associated metadata directly or indirectly created, developed and/or delivered pursuant to this Agreement.

“Normal Business Hours”: 9am to 5pm local UK time, each Business Day.

“Order Form”: an order form, agreed in accordance with clause 3, setting out the details of the subscription and related matters in the template order form set out in Schedule 1.

“Order Form Date”: the date of an Order Form, as set out in the relevant Order Form.

“One-off Fees”: the initial one-off fees payable by the Client to Rainbird for certain Services, as set out in the relevant Order Form.

“Permitted Decision Credit Limit”: the permitted number of Decision Credits that can be processed by the Users (other than Author Users when developing Client Content) in each calendar month during the Agreement, as set out in the Order Form or otherwise agreed in writing between the parties in accordance with the terms of this Agreement.

“Personal Data”: has the meaning given to it in the Data Protection Legislation.

“Premium Studio Support Services”: premium studio support services provided by Rainbird to the Client for the fees set out in the relevant Order Form, as more particularly described at www.rainbird.ai/sla.

“Queries”: the utilisation of the Rainbird Platform by any User, commencing with a single query or question input by the User using the Rainbird Platform and concluding upon the Rainbird Platform generating:

(a) one or more recommended solutions, together with a certainty rating and evidence tree for each such solution; or

(b) a statement that no solution is available.

Each such utilisation shall constitute a single Query and any subsequent utilisation (regardless of its content) shall constitute a further Query. Queries shall be subject to the Permitted Rate Limit.

“Rainbird Platform”: the platform software developed and owned by Rainbird and hosted online or on-premises, which shall be made available to the Client by Rainbird as part of the Services.

“Service Level Standards”: Rainbird’s policy for providing the Technical Support Services and any premium studio support services purchased by the Client in relation to the Rainbird Platform as may be notified to the Client from time to time. The Service Level Standards in force as at the Commencement Date can be found at www.rainbird.ai/sla

“Services”: the services provided by Rainbird to the Client under this agreement as set out in each Order Form, which shall also include any Additional Services purchased by the Client.

“Special Conditions”: the special conditions (if any) set out in an Order Form.

“Specific Outputs”: the specific insights and/or results obtained through the use of the Rainbird Platform by processing a Query, involving the processing of Client Content.

“Subscription Fees”: the subscription fees payable by the Client to Rainbird, as set out in the relevant Order Form.

“Subscription Term”: the Initial Subscription Term, together with any Extended Renewal Period(s).

“Supervisory Authority”: has the meaning given to it in the Data Protection Legislation.

“Technical Support Services”: the standard technical support services offered by Rainbird to the Client free of charge and as standard in relation to the Rainbird Platform in accordance with clause 8 and the Service Level Standards.

“Termination Notice”: has the meaning given in clause 2.1.

“Unused Decision Credits”: has the meaning given in clause 6.3.

“User”: the Author Users and any other person who, or application which, accesses and/or uses the Rainbird Platform, the Services and the Documentation in accordance with the relevant Order Form and this agreement (and, for the avoidance of doubt, any User other than an Author User shall not be entitled to develop Client Content on the Rainbird Platform).

“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.

1.2. In this agreement:

- (a) clause headings shall not affect the interpretation of this agreement;
- (b) a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- (c) a reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established;
- (d) 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;
- (e) words in the singular shall include the plural and in the plural shall include the singular;
- (f) a reference to one gender shall include a reference to the other genders;
- (g) a reference to **writing** or **written** includes email but not fax;
- (h) this agreement shall be binding on, and ensure to the benefit of, the parties to this agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns;
- (i) a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;
- (j) a reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision;
- (k) any obligation on a party not to do something includes an obligation not to allow that thing to be done; and
- (l) any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.3. This agreement shall comprise of the Order Form(s), the Schedule and these Conditions (the "**agreement**"). If there is any conflict or ambiguity, unless otherwise expressly stated, the order of precedence is:

- (a) any Special Conditions set out in an Order Form;
- (b) the relevant Order Form;
- (c) the Schedule;
- (d) these Conditions,

to the extent of such conflict or ambiguity.

2. COMMENCEMENT AND DURATION

2.1. This agreement shall commence on the Commencement Date and shall continue, unless terminated earlier in accordance with clause 18.3, until either party gives to the other party written notice to terminate ("**Termination Notice**"). Such Termination Notice shall be served no earlier than the first anniversary of the Commencement Date and shall expire once all existing Order Forms existing as at the date of the Termination Notice have terminated or expired in accordance with the terms of this agreement and/or the relevant Order Form.

2.2. If there are no existing Order Form(s) as at the date of the Termination Notice, such Termination Notice shall terminate this agreement with immediate effect.

2.3. The parties shall not enter into any further Order Forms after the date of the Termination Notice.

2.4. Subject to clause 3.5, this agreement may apply in relation to one or more Order Forms entered into during the term of this agreement. If more than one Order Form has been entered into, any reference in this agreement to "**Order Form**" shall mean each of them.

3. ORDER FORMS

3.1. The parties may agree a subscription to the Rainbird Platform by agreeing an Order Form.

3.2. Authorised representatives of both parties shall sign an Order Form once it is agreed in the form set out in Schedule 1.

3.3. Once an Order Form has been agreed and signed in accordance with clause 3.2, no amendment shall be made to it except in accordance with clause 20.

3.4 Each Order Form shall be part of this agreement and shall not form a separate contract to it.

3.5 Each Order Form will specify whether or not it terminates any or all previous Order Forms entered into between the parties prior to the Order Form Date of that Order Form. If the Order Form specifies that previous Order Forms are terminated, then all previous Order Forms entered into prior to the Order Form Date of that Order Form shall automatically terminate with effect from such Order Form Date without any prior notice or consent required from the parties. For the avoidance of doubt, if the Order Form does not specify that previous Order Forms are terminated, then all previous Order Forms shall continue to be in force without amendment.

4. LICENCE

4.1. In consideration for payment of any One-off Fees, the Subscription Fees and subject to the other terms of this agreement (including the relevant Order Form), in respect of each Order Form and from the Order Form Date, Rainbird hereby grants to the Client a

non-exclusive, non-transferable right to permit the Users to access, use and (in the case of Author Users only) develop Client Content on the Rainbird Platform, and access and use the Services and any Documentation during the Subscription Term solely for the Client's internal purposes (subject always to the Acceptable Use Restrictions and Special Conditions).

4.2. The rights provided under clause 2.1 are granted to the Client and its Group Companies only (subject to clause 27), and shall not be considered granted to any other person.

5. AUTHOR USERS

5.1. From the relevant Order Form Date, Rainbird shall provide the Client with a unique log-in for each Author User to enable access to the Rainbird Platform in respect of that Order Form.

5.2. In relation to the Author Users, the Client undertakes that:

(a) the maximum number of Author Users that it authorises to access, use and develop Client Content on the Rainbird Platform shall not exceed the number of Author Users set out in the relevant Order Form (together with any additional Author Users purchased by the Client from time to time);

(b) it will not allow or suffer any Author User log-in to be used by more than one individual Author User unless it has been reassigned in its entirety to another individual Author User, in which case the prior Author User shall no longer have any right to access, use or develop Client Content on the Rainbird Platform;

(c) it shall maintain an up to date list of current Author Users and provide such list to Rainbird within 5 Business Days of Rainbird's written request at any time;

(d) it shall permit Rainbird to verify the Client's use of the Rainbird Platform and the Services to ensure that it is compliant with clauses 5.2(a) and 5.2(b). Any verification process shall be conducted at Rainbird's expense, and this right shall only be exercised in such a manner as not to substantially interfere with the Client's normal conduct of business;

(e) if any verification process reveals that a log-in as referred to at clause 5.1 has been provided to an individual who is not an Author User, then without prejudice to Rainbird's other rights, Rainbird shall promptly notify the Client. If the Client has not resolved the issue within 5 Business Days of such notification, Rainbird may take steps to disable any log-ins in respect of any individuals who are not Author Users in order to suspend the unauthorised use of the Rainbird Platform; and

(f) if any verification process reveals that the number of Author Users exceeds the number of permitted Author Users or that Client has underpaid Subscription Fees to Rainbird in relation to the number of Author Users operated, then the Client shall pay to Rainbird an amount equal to such underpayment as calculated in accordance with the fees for additional Author Users set out in the relevant Order Form within 10 Business Days of notice in writing from Rainbird.

6. PERMITTED DECISION CREDIT LIMIT

6.1. The Client acknowledges and agrees that the access and use of the Rainbird Platform shall be subject at all times to the Permitted Decision Credit Limit set out in the relevant Order Form.

6.2. In relation to the Decision Credits, the Client undertakes that:

(a) it shall not knowingly allow or suffer the number of Decision Credits processed by the Users (but excluding the Author Users when developing Client Content) in any calendar month to exceed the Permitted Decision Credit Limit for that month, provided that any accrued Permitted Decision Credit Limit from each calendar month may be carried forward and used in subsequent months within the current Contract Year. For the avoidance of doubt, no Decision Credits may be carried forward to any subsequent Contract Year; and

(b) it shall permit Rainbird to verify the number of Decision Credits that the Client has processed, to ensure that it is compliant with clause 6.2(a).

6.3. Rainbird shall not be liable to reimburse or compensate the Client in respect of any unused Decision Credits that have accrued but not been used by the Client within the current Contract Year and therefore cease to be available at the end of such Contract Year.

6.4. The Client may from time to time during the Subscription Term purchase an increased Permitted Decision Credit Limit in excess of the limit identified in the Order Form. The increased Permitted Decision Credit Limit shall be charged at Rainbird's then standard prices. If the Client wishes to purchase an increased Permitted Decision Credit Limit, it must notify Rainbird in writing specifying the number of Decision Credits it requires to be processed in the following calendar month(s) within the then applicable Contract Year. Rainbird shall evaluate such request and respond to the Client with a proposal of its recommended package and applicable prices. The increased Permitted Decision Credit Limit will apply for the remainder of the Subscription Term and the Order Form shall be amended accordingly to reflect the new Permitted Decision Credit Limit and change to the Subscription Fees.

6.5 Any verification process undertaken by Rainbird pursuant to clause 6.2(b) shall be conducted at Rainbird's expense, and this right shall only be exercised in such a manner as not to substantially interfere with the Client's normal conduct of business. The Client shall provide any information reasonably requested by Rainbird in order to properly conduct such verification process.

7. ACCEPTABLE USE RESTRICTIONS

7.1. The Client shall not during its use of the Rainbird Platform knowingly or intentionally access, store, distribute or transmit any Viruses, or use in any way material that:

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

(b) facilitates illegal activity;

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

(d) in a manner that is otherwise illegal or causes damage or injury to any person or property;

(e) in a matter that does or may adversely affect the goodwill or reputation of Rainbird.

7.2. The Client shall not:

(a) except as may be allowed by any Applicable Law which is incapable of exclusion by agreement between the parties:

(i) and except to the extent expressly permitted under this agreement, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Rainbird Platform and/or any Documentation and/or any output or materials created in connection with the Services in any form or media or by any means; or

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

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

(c) unless otherwise specified in the Special Conditions in an Order Form, use the Rainbird Platform, the Services, the Client Content and/or any Documentation to provide services for which any third party makes payment (in each case, whether directly or indirectly and including any benefit in kind), unless permitted by this agreement or the Client has entered into a separate agreement with Rainbird in accordance with clause 7.5;

(d) subject to clause 25 and unless otherwise specified in the Special Conditions in an Order Form, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Rainbird Platform, the Services and/or any Documentation available to any third party on a paid basis (whether directly or indirectly and including any benefit in kind) unless permitted by the agreement; or

(e) attempt to obtain, or assist third parties in obtaining, unauthorised access to the Rainbird Platform, the Services and/or any Documentation,

together the “**Acceptable Use Restrictions**”.

7.3. Without prejudice to Rainbird’s other rights and remedies, Rainbird reserves the right to disable the Client’s access to, and suspend the Client’s use of, the Rainbird Platform and/or the Client Content stored on the Cloud in the event that the Client breaches clause 7.1 and/or any Acceptable Use Restriction, provided that (i) Rainbird shall notify the Client of the breach; and (ii) to the extent that the breach is remediable, Rainbird gives the Client at least 5 days following such notification to remedy the breach.

7.4. The Client shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Rainbird Platform, the Services and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify Rainbird in writing.

7.5. Unless otherwise provided in the Special Conditions in an Order Form, in the event that the Client wishes to access or use the Rainbird Platform for any purpose that would otherwise be in breach of the Acceptable Use Restrictions, it must enter into a separate appropriate agreement with Rainbird prior to doing so. Rainbird reserves the right to make additional charges for such access or use.

8. RAINBIRD PLATFORM AND SERVICES

8.1. Rainbird shall, during the Subscription Term under each Order Form, make available the Rainbird Platform, provide the Services and make available any Documentation to the Client on and subject to the terms of this agreement.

The following clauses 8.2 – 8.4 shall not apply in any circumstances where the Rainbird Platform is installed on and/or operated from the Client's own IT infrastructure (referred to as "On Premises Deployment").

8.2. Subject to the terms of this agreement and excluding any On-Premises Deployment, Rainbird shall ensure that the Rainbird Platform is online for 24 hours a day, seven days a week, save that the Client acknowledges and agrees that the Rainbird Platform may be off-line for a total period of one hour in each week.

8.3. Subject to clause 8.4 and excluding any On-Premises Deployment, in the event that the Rainbird Platform is off-line for more than a total of one hour in a week, where requested by the Client in writing within 7 days of the Rainbird Platform first being off-line, Rainbird shall increase the length of the Subscription Term (free of charge) by one hour for each minute that the Rainbird Platform is off-line in excess of one hour in a week.

8.4. Excluding any On-Premises Deployment, if Rainbird is required to perform any maintenance on the Rainbird Platform, Rainbird shall use its reasonable endeavours to give the Client at least 24 hours' notice in advance. If this is not reasonably practicable, or if the maintenance is due to be performed outside of Normal Business Hours, Rainbird shall be under no obligation to provide any notice in advance. For the avoidance of doubt, any period that the Rainbird Platform is off-line for maintenance shall not be taken into account for the purposes of clause 8.3.

8.5. Rainbird shall not in any circumstances be liable or responsible (whether under this agreement or otherwise) for:

(a) the performance, or any failure or delay, of the Rainbird Platform, including (without limitation) any uptime of the Rainbird Platform, where the Rainbird Platform is deployed as an On-Premises Deployment; or

(b) the Client's IT infrastructure on which the Rainbird Platform is installed and/or from which the Rainbird Platform is operated.

8.6. Rainbird shall use its reasonable endeavours to comply with the Service Level Standards (as may be amended from time to time).

9. ADDITIONAL SERVICES

9.1. Rainbird will provide any Additional Services to the Client in accordance with the relevant Order Form. The Client shall pay the Additional Services Fees for the Additional Services in accordance with clause 14.

9.2. Rainbird shall use all reasonable endeavours to meet any performance dates agreed with the Client, but any such dates shall be estimates only and time shall not be of the essence for performance of the Additional Services.

10. CLIENT CONTENT AND DATA PROTECTION

10.1. The Client shall own all right, title and interest in and to all of the Client Content and Specific Outputs and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Client Content and Specific Outputs.

10.2. Rainbird shall, as part of the Services and at no additional cost to the Client, store a reasonable amount of Client Content and Specific Outputs in the digital cloud system on its shared cloud server ("**the Cloud**"), unless otherwise set out in the relevant Order Form.

10.3. Rainbird shall use its reasonable endeavours to maintain the security, status and integrity of Client Content and Specific Outputs stored in the Cloud. In the event of any loss or damage to Client Content, the Client's sole and exclusive remedy shall be for Rainbird to use reasonable commercial endeavours to restore the lost or damaged Client Content from the latest back-up of such Client Content maintained by Rainbird in the Cloud. Rainbird shall not be responsible for any loss, destruction, alteration or disclosure of Client Content caused by any third party (except those third parties sub-contracted by Rainbird to perform services related to the maintenance and back-up of the Cloud and the Client Content). The Client may purchase private cloud or behind the firewall hosting at the price set out in the relevant Order Form.

10.4. Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 10 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

10.5. The parties acknowledge that if Rainbird processes any Personal Data on the Client's behalf when performing its obligations under this agreement, the Client is the Data Controller and Rainbird is the Data Processor for the purposes of the Data Protection Legislation.

10.6. Without prejudice to the generality of clause 10.4, the Client will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to Rainbird for the duration and purposes of this agreement so that Rainbird may lawfully use, process and transfer the Personal Data in accordance with this agreement on the Client's behalf.

10.7. Without prejudice to the generality of clause 10.4, Rainbird shall, in relation to any Personal Data processed in connection with the performance by Rainbird of its obligations under this agreement:

(a) process that Personal Data only on the written instructions of the Client unless Rainbird is required by any Applicable Laws to process Personal Data. Where Rainbird is relying on Applicable Laws as the basis for processing Personal Data, Rainbird shall promptly notify the Client of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit Rainbird from so notifying the Client;

(b) not transfer any Personal Data outside of the European Economic Area without the Client's prior written consent, and unless the following conditions are fulfilled:

(i) the Client or Rainbird has provided appropriate safeguards in relation to the transfer;

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

(iii) Rainbird 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) Rainbird complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the Personal Data;

(c) assist the Client, at the Client'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 any Supervisory Authorities;

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

(e) at the written direction of the Client, delete or return Personal Data and copies thereof to the Client on termination of the agreement unless required by Applicable Law to store the Personal Data; and

(f) maintain complete and accurate records and information to demonstrate its compliance with this clause 10.

10.8. Each party shall 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).

10.9. The Client consents to Rainbird appointing any third party (as it may in its sole discretion determine from time to time) as a third-party processor of Personal Data under this agreement, provided that prior to such appointment by Rainbird, Rainbird shall give written notice of such proposed appointment to the Client ("**Appointment Notice**"), including sufficient details about the proposed third party processor of Personal Data under this agreement.

10.10. If the Client objects in writing to the appointment of the third-party processor pursuant to clause 10.9, the Client shall notify Rainbird of its objection within 14 days of the date of the Appointment Notice. In these circumstances, the parties shall in good faith discuss and address the concerns that have given rise to the Client's objection to the appointment. If the Client does not object within 14 days of the date of the Appointment Notice, Rainbird shall be entitled to appoint any third party (in its sole discretion) as a third party processor of Personal Data under this agreement.

10.11. As between the Client and Rainbird, Rainbird shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to clause 10.9.

11. THIRD PARTY PROVIDERS

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

12. RAINBIRD'S OBLIGATIONS

12.1. Rainbird undertakes to make available the Rainbird Platform and provide the Services with reasonable skill and care.

12.2. The undertaking at clause 12.1 shall not apply to the extent of any non-conformance which is caused by use of the Rainbird Platform contrary to Rainbird's instructions, or any modification or alteration of the Rainbird Platform by any party other than Rainbird or its duly authorised contractors or agents. If the Rainbird Platform does not conform with the foregoing undertaking, Rainbird will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance within a reasonable timeframe. Such correction shall constitute the Client's sole and exclusive remedy for any breach of the undertaking set out in clause 12.1.

12.3. Rainbird warrants that:

(a) shall comply with all Applicable Laws in respect of its activities under this agreement; and

(b) it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this agreement.

12.4. Subject to clause 12.5 and the other provisions of this agreement, Rainbird shall use its reasonable endeavours to ensure that to the extent possible the Client's use of the Rainbird Platform and the Services will not be interrupted.

12.5. Notwithstanding the foregoing, Rainbird:

(a) does not warrant that the Rainbird Platform, the Services and/or the Client Content will meet the Client's requirements and Rainbird does not warrant as to the quality of the Client Content; and

(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 Client acknowledges that the Rainbird Platform and the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

12.6. This agreement shall not prevent Rainbird from entering into similar agreements with third parties, or from independently developing, using, selling or licensing the Rainbird Platform or any documentation, products and/or services which are similar to those provided under this agreement.

13. CLIENT'S OBLIGATIONS

13.1. The Client shall:

(a) provide Rainbird with:

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

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

in order to make available the Rainbird Platform and provide the Services, including (without limitation) Client Content, security access information and configuration services;

(b) comply with all Applicable Laws (including any Data Protection Legislation) with respect to its activities under this agreement;

(c) carry out all other Client responsibilities set out in this agreement in a timely and efficient manner. In the event of any delays in the Client's provision of such assistance as agreed by the parties, Rainbird may adjust any agreed timetable or delivery schedule as reasonably necessary;

(d) ensure that the Users use the Rainbird Platform, the Services and any Documentation in accordance with the terms and conditions of this agreement;

(e) ensure that the Author Users keep any log-in details confidential and do not disclose such information to any third party. The Client shall be liable for any consequences arising from the use or misuse of the log-in details and the Client acknowledges and agrees that any instructions or actions transmitted on the Rainbird Platform shall be deemed to have originated from the relevant Author User;

(f) obtain and shall maintain all necessary licences, consents, and permissions necessary for Rainbird, its contractors and agents to perform their obligations under this agreement;

(g) provide Rainbird, its employees, agents, consultants and subcontractors, with access to the Client's premises, office accommodation and other facilities as reasonably required by Rainbird;

(h) keep all materials, equipment, documents and other property of Rainbird ("**Rainbird Materials**") at the Client's premises in safe custody at its own risk, maintain the Rainbird Materials in good condition until returned to Rainbird and not dispose of or use the Rainbird Materials other than in accordance with Rainbird's written instructions or authorisation;

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

(j) subject to the Client's prior written approval (not to be unreasonably withheld), permit Rainbird to display the Client's name and logo on Rainbird's website and in general marketing materials for the sole purpose of identifying the Client as a user of Rainbird's services. Rainbird may also propose a case study or reference to the Client's use of Rainbird, which shall be subject to the Client's approval (not to be unreasonably withheld).

(k) unless otherwise set out in the Special Conditions in an Order Form, where the Rainbird Platform agent is embedded into a website operated by the Client or, without prejudice to clause 6.3, the Rainbird Platform is integrated or used in any interface developed or operated by the Client (as may be permitted by Rainbird), ensure that the mark "Powered by Rainbird" is clearly visible and not removed or concealed, and/or that no attempt is made by the Client, its employees, workers, agents, sub-contractors or representatives to remove or conceal it. Notwithstanding the foregoing, the Client may purchase a white label version of the Rainbird Platform at Rainbird's then standard price; and

(l) be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to Rainbird's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Client's network connections or telecommunications links or caused by the internet.

13.2. If, and to the extent that, Rainbird's performance of any of its obligations under the agreement is prevented or delayed by any act or omission by the Client or failure by the Client to perform any relevant obligation ("**Client Default**"):

(a) without limiting or affecting any other right or remedy available to it, Rainbird shall have the right to suspend performance of such obligations until the Client remedies the Client Default, and to rely on the Client Default to relieve it from the performance of any of its obligations in each case to the extent the Client Default prevents or delays Rainbird's performance of any of its obligations;

(b) Rainbird shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from Rainbird's failure or delay to perform any of its obligations as set out in this clause 13.2.

14. FEES AND PAYMENT

14.1. The Client shall pay One-off Fees, the Subscription Fees and any Additional Services Fees to Rainbird in accordance with the relevant Order Form and this clause 14.

14.2. The Client shall on or before the Commencement Date provide to Rainbird approved purchase order information acceptable to Rainbird and any other relevant valid, up-to-date and complete contact and billing details and Rainbird shall invoice the Client in accordance with the payment terms set out on the relevant Order Form.

14.3. If the relevant Order Form does not include any payment terms, Rainbird shall invoice the Client for the Subscription Fees:

(a) on the Order Form Date for the Subscription Fees payable in respect of the Initial Subscription Term;

(b) subject to clause 18.1, on the first Business Day of each Extended Renewal Period for the Subscription Fees payable in respect of the relevant Extended Renewal Period;

and the Client shall pay each invoice within 30 days after the date of such invoice.

14.4. If the relevant Order Form does not include any payment terms, Rainbird shall invoice the Client:

(a) for the One-off Fees on the Order Form Date; and

(b) for the Additional Services Fees on the date of purchase of the Additional Services;

and in each case, and the Client shall pay the invoice within 30 days of the date of the invoice.

14.5. If Rainbird has not received payment of any amount due under this agreement within 14 days after the due date, and without prejudice to any other rights and remedies of Rainbird:

(a) Rainbird may, without liability to the Client, disable the Client's log-in, account and access to, and suspend the Client's use of, all or part of the Rainbird Platform and/or the Services and Rainbird shall be under no obligation to make available the Rainbird Platform or 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 8% over the then current base lending rate of Barclays Bank plc from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.

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

(a) shall be payable in pounds sterling (unless otherwise specified in the relevant Order Form);

(b) are, subject to clauses 17.4(b), non-cancellable and non-refundable;

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

14.7. Rainbird shall be entitled to increase the Subscription Fees and/or the Additional Services Fees on each anniversary of the Order Form Date upon 45 days' prior notice to the Client and the relevant Order Form shall be deemed to have been amended accordingly.

15. PROPRIETARY RIGHTS

15.1. The Client acknowledges and agrees that Rainbird and/or its licensors own all Intellectual Property Rights in the Rainbird Platform, the Services and the Documentation. Except as expressly stated herein, this agreement does not grant the Client any rights to, or in, patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Rainbird Platform, the Services or the Documentation.

15.2. Rainbird confirms that it has all the rights in relation to Rainbird Platform, 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.

16. CONFIDENTIALITY

16.1. 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;

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

(e) is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.

16.2. Each party shall hold the other's Confidential Information in confidence and, unless required by law, 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.

16.3. 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.

16.4. The Client acknowledges that details of the Rainbird Platform and/or the Services, and the results of any performance tests of the Rainbird Platform, constitute Rainbird's Confidential Information.

16.5. Rainbird acknowledges that, where it is capable of being confidential information, the Client Content is the Confidential Information of the Client.

16.6. This clause 16 shall survive termination of this agreement, however arising.

16.7. Unless otherwise set out in the Special Conditions in an Order Form, Rainbird shall not be entitled to make a public announcement concerning its commercial relationship with the Client without the prior consent of the Client (such consent not to be unreasonably withheld or delayed).

17. LIMITATION OF LIABILITY

17.1. This clause 17 sets out the entire financial liability of Rainbird (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Client:

- (a) arising under or in connection with this agreement;
- (b) in respect of any use made by the Client of the Rainbird Platform, the Services and Documentation or any part of them; and
- (c) in respect of any representation, statement or tortious act or omission (including negligence) arising under or in connection with this agreement.

17.2. Except as expressly and specifically provided in this agreement:

- (a) the Client assumes sole responsibility for results obtained from the use of the Rainbird Platform, the Services and the Documentation by the Client including (but not limited to) the Client Content, and for conclusions drawn from such use. Rainbird shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Rainbird by the Client in connection with the Services, or any actions taken by Rainbird at the Client'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 Rainbird Platform, the Services and the Documentation are provided to the Client on an "as is" basis.

17.3. Nothing in this agreement excludes the liability of Rainbird:

- (a) for death or personal injury caused by Rainbird's negligence;
- (b) for fraud or fraudulent misrepresentation; or
- (c) any unpaid invoices under this agreement.

17.4. Subject to clause 17.2 and clause 17.3:

(a) neither party shall 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 pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this agreement; and

(b) Rainbird's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement shall be limited to the total Subscription Fees paid by the Client during the 12 months immediately preceding the date on which the claim arose;

(c) the Client's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement shall be limited to the greater of: (i) the total Subscription Fees paid by the Client during the 12 months immediately preceding the date on which the claim arose; or (ii) £500,000.

18. TERM AND TERMINATION

18.1. Each Order Form shall commence on the relevant Order Form Date and shall continue for the Initial Subscription Term and, thereafter, an Extended Renewal Period, unless:

(a) either party notifies the other party of termination of the Order Form, in writing, at least one calendar month before the end of the Initial Subscription Term or any Extended Renewal Period, in which case the Order Form shall terminate upon the expiry of the Initial Subscription Term or applicable Extended Renewal Period; or

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

18.2 Nothing in clause 18.1 shall apply to the termination of the agreement, which is provided for at clause 2.

18.3. Without affecting any other right or remedy available to it, either party may terminate this agreement or an Order Form 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 which breach is irremediable or (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 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) 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;

(f) 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;

(g) the holder of a qualifying floating charge over the assets of that other party has become entitled to appoint or has appointed an administrative receiver;

(h) 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;

(i) 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;

(j) 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 18.3(c) to clause 18.3(i) (inclusive);

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

(l) there is a change of Control of the other party.

18.4. On termination of this agreement for any reason:

(a) all Order Forms shall terminate automatically;

(b) all licences granted under this agreement shall immediately terminate;

(c) the Client shall no longer be permitted to access or use the Rainbird Platform, the Services or the Documentation;

(d) the Client shall destroy or delete any source code relating to, and/or copies of, the Rainbird Platform on its systems and remove the Rainbird Platform (and any reference to it) from any website or other platform;

(e) 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;

(f) Rainbird may destroy or otherwise dispose of any of the Client Content in its possession unless Rainbird receives, no later than 30 days after the effective date of the termination of this agreement, a written request for the delivery to the Client of the then most recent back-up of the Client Content. Rainbird shall use reasonable commercial endeavours to deliver the back-up to the Client within 45 days of its receipt of such a written request, provided that the Client 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 Client shall pay all reasonable expenses incurred by Rainbird in returning or disposing of Client Content; and

(g) 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.

19. FORCE MAJEURE

Rainbird shall have no liability to the Client 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 Rainbird 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 Client is notified of such an event and its expected duration.

20. VARIATION

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

21. 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.

22. 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.

23. SEVERANCE

23.1. If any provision (or part of a provision) of this agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

23.2. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

24. ENTIRE AGREEMENT

24.1. This agreement (including the Order Form(s)) and any documents referred to in it, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.

24.2. Each of the parties acknowledges and agrees that in entering into this agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this agreement or not) relating to the subject matter of this agreement, other than as expressly set out in this agreement.

25. ASSIGNMENT

Neither party shall assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement without the prior written consent of the other party.

26. 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).

27. 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.

28. NOTICES

28.1. 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 e-mail to the other party's main e-mail address as notified from time to time.

28.2. A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in Normal Business Hours, at 8am 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 on the second Business Day after posting. A notice sent by e-mail shall be deemed to have been received at 8am on the next Business Day after it was sent.

29. COUNTERPARTS

27.1. This agreement and any Order Form(s) may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

27.2. Each party agrees that signing this agreement and/or any Order Form by electronic signature (whatever form the electronic signature takes) is as conclusive of their intention to be bound by this agreement and any Order Forms (as the case may be) as if signed by each party's manuscript signature.

30. GOVERNING LAW AND JURISDICTION

30.1. 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.

30.2. 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).

Schedule 1 Template Order Form

This Order Form is entered into pursuant to a master subscription agreement dated [●] (the “ Master Subscription Agreement ”). Accordingly, this Order Form forms part of the Master Subscription Agreement and is subject to the terms and conditions of the Master Subscription Agreement.			
Order Form Date	[]		
Number of Author Users	[] Author Users		
Permitted Decision Credit Limit	[] per calendar month		
Services	Service	Included	Fees (all exc. VAT)
	Licence of Rainbird Platform	Yes	Included
	Author Users in excess of the Author Users set out above	No	POA
	Secured shared cloud hosting	Yes	Included
	Private cloud hosting	No	POA
	Behind the Firewall hosting	No	POA
	Rainbird Academy	Yes	Included
	Other additional services	No	POA
Initial Subscription Term	The period of [●] calendar months from the Order Form Date		
One-off Fees (exc. VAT)	£[]		
Subscription Fees (exc. VAT)	£[] per annum during the Subscription Term (as may be varied in accordance with this agreement and this Order Form)		
Payment Terms	The One-off Fees shall be invoiced on the Order Form Date. The Subscription Fees shall be invoiced by Rainbird annually in advance on the Order Form Date and annually thereafter. All invoices under this agreement shall be paid by the Client to Rainbird within 30 days of the date of the invoice.		
Technical Support Services	Rainbird shall provide technical support services to the Client free of charge and as standard in accordance with its Service Level Standards (a copy of which can be found at https://www.rainbird.ai/sla) and clause 8.5 of the Conditions.		

Termination of previous Order Forms	The following Order Forms shall be terminated with effect from the Order Form Date of this Order Form: • <i>[Insert Order Form and date]</i> OR N/A
Special Conditions	N/A