

GENERAL TERMS

1. Scope of Agreement

These General Terms shall:

- 1.1 apply to each SaaS Order Form; to all Change Notes and Subscription Update Forms executed by both Parties from time to time; and
- 1.2 prevail over any terms or conditions contained in, or referred to in, the Customer's purchase order, confirmation of order, specification, or any other document or which are implied by trade, custom, practice or course of dealing.

2. Licence

Subject to the Customer paying the Subscription Charges and complying with the other terms and conditions of this SaaS Order Form, Labrys hereby grants to the Customer a non-exclusive, non-transferable, global right and licence, without the right to grant sublicences, to permit the Authorised Users to access and use the Services during the SaaS Term.

3. Customer Obligations

- 3.1 The Customer undertakes that:

- 3.1.1 the maximum number of Authorised Users that it authorises to access and use the Services shall not exceed the Subscription Limit;
- 3.1.2 it shall not allow or suffer any User Subscription to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the Services and/or Documentation; and
- 3.1.3 each Authorised User shall keep a secure password for their use of the Services and that each Authorised User shall keep their password confidential.

- 3.2 The Customer shall provide Labrys with such information that Labrys reasonably requests to audit compliance with this SaaS Order Form. This right shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with the Customer's normal conduct of business and subject to the Customer's reasonable requirements concerning confidentiality and security.

- 3.3 If any of the audits referred to in Clause 3.2 reveal that the Customer has underpaid Subscription Charges to Labrys then, without prejudice to Labrys' other rights, the Customer shall pay to Labrys an amount equal to such underpayment as calculated in accordance with the prices set out in the Subscription Information Sheet within ten (10) Business Days of the date of the relevant audit.

- 3.4 The Customer shall not access, store, distribute or transmit any material during the course of its use of the Services that is unlawful or facilitates illegal activity.

- 3.5 Except as may be allowed by any Applicable Law (which is incapable of exclusion by agreement between the Parties), the Customer shall not:

- 3.5.1 attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) by any means;
- 3.5.2 attempt to de-compile, reverse compile, disassemble or reverse engineer any part of the Software;
- 3.5.3 access all or any part of the Services and the Documentation in order to build a product or service which competes with the Services;
- 3.5.4 use the Services and/or Documentation to provide services to third parties;
- 3.5.5 subject to Clause 17.5, licence, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services available to any third party except the Authorised Users;
- 3.5.6 attempt to obtain, or assist third parties in obtaining, access to the Services, other than as provided under this Clause 3; or
- 3.5.7 introduce, or permit the introduction of, any Virus or Vulnerability into Labrys' network and information systems.

- 3.6 The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and, in the event of any such unauthorised access or use, promptly notify Labrys in writing as soon as practicable.

- 3.7 The Customer shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, including protection against unauthorised or unlawful processing and against accidental loss, destruction, or damage of Customer Data.

- 3.8 The Customer shall (and shall ensure that the Authorised Users shall):

- 3.8.1 comply with the Documentation and Labrys' reasonable instructions in respect to its use of the Services;
- 3.8.2 provide Labrys with the necessary co-operation and information as may be required by Labrys to provide the Services;
- 3.8.3 comply with all Applicable Laws with respect to its activities in connection to its use of the Services; and
- 3.8.4 be responsible for ensuring that its network and systems comply with the specifications required for the Services.

- 3.9 The rights provided under this Clause 3 are granted to the Customer only and are not granted to any other entity unless otherwise specified in the Subscription Information Sheet.

4. Additional User Subscriptions

- 4.1 If the Customer is taking the Services on a User Subscription basis, the Customer may, from time to time during the SaaS Term, purchase additional User Subscriptions in excess of the initial Subscription Limit set out in the Subscription Information Sheet at the SaaS Start Date.
- 4.2 If such additional User Subscriptions are purchased by the Customer part way through the SaaS Initial Term or any SaaS Extension Term (as applicable), such fees shall be pro-rated from the date of activation by Labrys for the remainder of the SaaS Initial Term or then current SaaS Extension Term (as applicable).

5. Services

- 5.1 Labrys shall, during the SaaS Term, provide the Services to the Customer on, and subject to, the provisions of this SaaS Order Form.
- 5.2 Labrys reserves the right to carry out updates, upgrades, modifications, enhancements and/or revisions to the Services from time to time as may be deemed necessary by Labrys.
- 5.3 Labrys shall provide the Customer with Maintenance & Support Services during Normal Business Hours and in accordance with the Subscription Information Sheet.
- 5.4 Unless otherwise stated in the Subscription Information Sheet, the Customer shall be responsible for providing its own hosting solution in respect to Customer Data. If Customer purchases Hosting Services then the Customer shall:
 - 5.4.1 pay Labrys the Hosting Services Charges in accordance with the Subscription Information Sheet and Clause 11 (*Charges and Payment*);
 - 5.4.2 fully comply with the licence terms, Acceptable Use Policy and any other terms and conditions of the third-party provider of the hosting solution; and
 - 5.4.3 fully reimburse Labrys for any costs and expenses incurred by Labrys caused by the Customer's breach of Clause 5.4.2 above.
- 5.5 Labrys undertakes that:
 - 5.5.1 the Services shall be performed materially in accordance with the Documentation;
 - 5.5.2 the Services shall be performed with reasonable skill and care; and
 - 5.5.3 it has and shall maintain all necessary licences, consents and permissions necessary for its performance of the Services.
- 5.6 Subject to Clause 5.8, if Labrys is in breach of Clause 5.5 above, Labrys shall, at its expense, use reasonable commercial endeavours to promptly correct any non-conformance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in Clause 5.5 above.

- 5.7 Labrys excludes all warranties, representations, conditions (and all other provisions of any kind whatsoever implied by statute or common law) including that:

- 5.7.1 the Customer's use of the Services will be uninterrupted or error-free; and
- 5.7.2 the Services, Documentation and/or the information obtained by the Customer through the Services will meet the Customer's requirements.

- 5.8 Labrys shall not be liable for:

- 5.8.1 non-conformance which is caused by the Customer's use of the Services contrary to Labrys' instructions, or modification or alteration of the Services by any party other than Labrys;
- 5.8.2 for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Services may be subject to delays and other problems inherent in the use of such communications facilities; or
- 5.8.3 results obtained from the use of the Services by the Customer, and for conclusions drawn from such use.

6. Additional Services

The Customer may order additional services which shall be specified in a Subscription Update Form specifying the services; applicable Charges and delivery schedules (**Additional Services**).

7. Time Estimates

Labrys shall use its reasonable endeavours to meet any performance dates specified in this SaaS Order Form but all such dates shall be best estimates only and time shall not be of the essence.

8. Third Party Providers

The Customer acknowledges that the Services may enable or assist the Customer to communicate with, or use the services of, third parties and that the Customer does so solely at its own risk. Labrys makes no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to such third parties and any contract for services entered into by the Customer with any such third party.

9. Customer Data

- 9.1 The Customer shall own all right, title and interest in and to all of the Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data. The Customer hereby grants Labrys a non-exclusive, royalty-free licence to use the Customer Data for the sole purpose of providing the Services.

- 9.2 Labrys has no obligation to archive or back-up the Customer Data (unless Back-Up Services as specified in the Customer Information Sheet are purchased by the Customer under a Subscription Update Form) and the Customer acknowledges that the Customer is responsible for backing-up any Customer Data and for recovering Customer Data in the event of corruption or loss of Customer Data. This applies even if Labrys provides Hosting Services. Any support provided by Labrys will be charged at the applicable rates set out in the Rate Card.

10. Data Protection

- 10.1 If Labrys processes any Personal Data on the Customer's behalf when performing its obligations under this SaaS Order Form, each Party records its intention that the Customer shall be the Data Controller and Labrys shall be a Data Processor.
- 10.2 Each Party shall comply with the Data Protection Legislation.
- 10.3 The Customer shall be responsible for:
- 10.3.1 ensuring that there is a valid lawful basis for any Personal Data transferred to and Processed by Labrys;
 - 10.3.2 issuing privacy information to Data Subjects as may be required under Data Protection Legislation; and
 - 10.3.3 responding to any request made by a Data Subject in relation to Personal Data processed by Labrys on behalf of the Customer.
- 10.4 If Labrys Processes any Personal Data on the Customer's behalf when performing its obligations under this SaaS Order Form, Labrys shall:
- 10.4.1 only carry out Processing of such Personal Data on the Customer's documented instructions from time to time. This Clause shall apply unless Labrys is required to Process Personal Data otherwise than as instructed in accordance with UK law and, in such case, Labrys shall inform the Customer of that legal requirement before Processing, unless prohibited to do so by law;
 - 10.4.2 inform the Customer if it believes that the Customer's instructions infringe Data Protection Legislation;
 - 10.4.3 only use and Process such Personal Data to the extent necessary for, and in connection with, the performance of this SaaS Order Form;
 - 10.4.4 ensure that access to such Personal Data is limited to Labrys' Personnel who need access to the Personal Data to meet Labrys' obligations under this SaaS Order Form;
 - 10.4.5 subject to Clause 10.9, shall not use Sub-Processors unless it has obtained the prior written consent from the Customer;
 - 10.4.6 ensure that, in the case of all the Sub-Processors, Labrys has entered into a written contract with them which imposes adequate safeguards in relation to the processing of Personal Data;
 - 10.4.7 take and/or implement appropriate technical and organisational measures against unauthorised or unlawful Processing of such Personal Data, and against accidental loss, alteration or destruction of, or damage to, such Personal Data, and ensure the security of such Personal Data at all times (and Labrys shall promptly and at all times within the timeframes of the Data Protection Legislation inform the Customer if any Personal Data is lost, altered or destroyed);
 - 10.4.8 not disclose or permit the disclosure of any such Personal Data to any third party (including a Data Subject) unless specifically authorised in writing by the Customer; and
 - 10.4.9 on termination of this SaaS Order Form, Labrys' obligation to Process such Personal Data shall cease and, to the extent that Labrys has possession of any such Personal Data, Labrys shall either, as elected by the Customer, (and except to the extent Labrys must retain copies for any legal or regulatory purposes):
 - (a) destroy all copies of the Personal Data within thirty (30) calendar days; or
 - (b) return or transfer the Personal Data to the Customer or such other third party as the Customer may lawfully direct.
- 10.5 If Labrys receives any complaint, notice or communication which relates to the Processing of Personal Data under this SaaS Order Form (including requests from data subjects for the exercising of their statutory rights), it shall promptly notify the Customer and shall provide the Customer with reasonable assistance in relation to any such complaint, notice or communication.
- 10.6 Labrys shall provide reasonable assistance to the Customer, having regard to the nature of processing and the information available to Labrys, in order to assist the Customer to comply with its obligations under the Data Protection Legislation.
- 10.7 Labrys shall keep and provide to the Customer on request a record of Labrys' use of the Personal Data and Processing activities and shall make available to the Customer all information reasonably necessary (and allow for audits or inspections for which the Customer shall bear the cost) to demonstrate compliance with Labrys' Personal Data Processing obligations set out in this SaaS Order Form.

- 10.8 Labrys shall take reasonable steps to ensure the reliability of all Labrys Personnel who have access to the Personal Data and shall ensure that all such persons:
- 10.8.1 are informed of the confidential nature of the Personal Data before they gain access to it; and
 - 10.8.2 have committed themselves to confidentiality obligations or are under an appropriate statutory obligation of confidentiality.
- 10.9 The Customer acknowledges that Labrys utilises the Sub-Processors set out in the Subscription Information Sheet and the Customer consents to such Sub-Processing. Labrys shall be entitled to change additional sub-processors providing that it gives the Customer the opportunity to reasonably object to the appointment. If the Customer objects, then Labrys shall use reasonable endeavours to continue performing its obligations under this SaaS Order Form without the Sub-Processor. If Labrys is unable to continue to perform its obligations under this SaaS Order Form without the use of the Sub-Processor then either Party may terminate this SaaS Order Form on ten (10) Business Days' notice without any additional liability other than Labrys shall refund the Customer any prepaid fees for any Services not provided.
- 10.10 Labrys shall be entitled to charge the Customer for its reasonable and verified costs of its specific assistance and cooperation provided pursuant to this Clause 10 except to the extent that such measures have been necessitated by a breach of this Clause by Labrys or its Sub-Processors.
- 10.11 For the purposes of the Data Protection Legislation, the Personal Data Processing details are set out in the Subscription Information Sheet.
- 11. Charges and Payment**
- 11.1 The Customer shall pay the Subscription Charges, Maintenance & Support Charges, Hosting Charges (as applicable) and Additional Services Charges (as applicable) to Labrys in accordance with this Clause 11; the Subscription Information Sheet and each applicable Subscription Update Form .
- 11.2 Labrys shall invoice the Customer in accordance with the Payment Schedule in the Subscription Information Sheet and each applicable Subscription Update Form and the Customer shall pay each invoice within thirty (30) calendar days after the date of such invoice.
- 11.3 If Labrys has not received payment by the due date and, without prejudice to Labrys' other rights and remedies:
- 11.3.1 Labrys may, without liability to the Customer, give seven (7) calendar days written notice to the Customer that Labrys will, unless the invoice is settled, without further written notice disable the Customer's password, account and access to all or part of the Services and Labrys shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and
 - 11.3.2 interest shall accrue on a daily basis on such due amounts at an annual rate equal to 8% over the then current base rate of the Bank of England from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.
- 11.4 Unless stated otherwise, all amounts and Charges stated or referred to in this SaaS Order Form:
- 11.4.1 shall be payable in Pounds Sterling;
 - 11.4.2 are non-cancellable and non-refundable; and
 - 11.4.3 are exclusive of value added tax, which shall be added to Labrys' invoice(s) at the appropriate rate.
- 11.5 Labrys shall be entitled to increase the Subscription Charges, the Maintenance & Support Charges and/or the Hosting Charges (if applicable) at the start of a Subscription Renewal Period providing that Labrys has provided at least thirty (30) days' prior written notice to the Customer.
- 12. Intellectual Property Rights**
- 12.1 Labrys and/or its licensors own all Intellectual Property Rights in the Services and the Documentation. Except as expressly stated herein, this SaaS Order Form does not grant the Customer any rights to, under or in, any Intellectual Property Rights, or any other rights or licences in respect of the Services or the Documentation.
- 12.2 Subject to Clause 12.5, Labrys shall defend the Customer, its officers, directors and employees against any claim that the Customer's use of the Services in accordance with this SaaS Order Form infringes any third party's Intellectual Property Rights, and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims, provided that:
- 12.2.1 Labrys is given prompt notice of any such claim;
 - 12.2.2 the Customer does not make any admission, or otherwise attempt to compromise or settle the claim and provides reasonable co-operation to Labrys in the defence and settlement of such claim; and
 - 12.2.3 Labrys is given sole authority to defend or settle the claim.
- 12.3 In the defence or settlement of any claim, Labrys may procure the right for the Customer to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate this SaaS Order Form on ten (10) Business Days' notice to the Customer without

- any additional liability other than to refund the Customer any prepaid fees for Services not provided.
- 12.4 In no event shall Labrys, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on:
- 12.4.1 a modification of the Services by anyone other than Labrys;
 - 12.4.2 the Customer's use of the Services in a manner contrary to the instructions given to the Customer by Labrys; or
 - 12.4.3 the Customer's use of the Services after notice of the alleged or actual infringement from Labrys or any appropriate authority.
- 12.5 This Clause 12 states the Customer's sole and exclusive rights and remedies, and Labrys' (including Labrys Personnel's) entire obligations and liability, for infringement of any patent, copyright, trademark, database right or right of confidentiality.
- 13. Confidentiality and Compliance with Policies**
- 13.1 **Confidential Information** means all confidential information (however recorded or preserved) disclosed by a Party or such Party's personnel (collectively **Disclosing Party**) to the other Party and that Party's personnel (collectively **Receiving Party**) whether before or after the SaaS Start Date of this SaaS Order Form in connection with the performance of this SaaS Order Form, including but not limited to any information that would be regarded as confidential by a reasonable business person relating to:
- 13.1.1 the business, assets, affairs, customers, clients, suppliers, or plans of the disclosing party (or of any member of the group of companies to which the Disclosing Party belongs);
 - 13.1.2 the operations, processes, product information, know-how, designs, trade secrets or software of the Disclosing Party (or of any member of the group of companies to which the Disclosing Party belongs);
 - 13.1.3 details of the Services, the Documentation and the results of any performance tests of the Services, which shall constitute Labrys' Confidential Information; and
 - 13.1.4 Customer Data.
- 13.2 The provisions of this Clause 13 shall not apply to any Confidential Information that:
- 13.2.1 is or becomes generally available to the public (other than as a result of its disclosure by the Receiving Party or its Representatives in breach of this Clause 13);
 - 13.2.2 was available to the Receiving Party on a non-confidential basis before disclosure by the Disclosing Party;
 - 13.2.3 was, is or becomes available to the Receiving Party on a non-confidential basis from a person who, to the Receiving Party's knowledge, is not bound by a confidentiality agreement with the Disclosing Party or otherwise prohibited from disclosing the information to the Receiving Party; or
 - 13.2.4 is developed by or for the Receiving Party independently of the information disclosed by the Disclosing Party, and this can be evidenced by the Receiving Party.
- 13.3 Subject to Clauses 13.4 and 13.5, each Party shall keep the other Party's Confidential Information secret and confidential and shall not:
- 13.3.1 use such Confidential Information except for the purpose of exercising or performing its rights and obligations under or in connection with this SaaS Order Form (**Permitted Purpose**); or
 - 13.3.2 disclose such Confidential Information in whole or in part to any third party.
- 13.4 The Receiving Party may disclose the Disclosing Party's Confidential Information to those of its personnel who need to know such Confidential Information for the Permitted Purpose, provided that:
- 13.4.1 it informs such personnel of the confidential nature of the Confidential Information before disclosure; and
 - 13.4.2 at all times, it is responsible for such personnel's compliance with the confidentiality obligations set out in this Clause.
- 13.5 The Receiving Party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other Disclosing Party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this Clause 13.5, it takes into account the reasonable requests of the Disclosing Party in relation to the content of such disclosure.
- 13.6 Each Party reserves all rights in its Confidential Information. No rights or obligations in respect of a Party's Confidential Information other than those expressly stated in this Clause 13 are granted to the other Party, or to be implied from this SaaS Order Form.
- 13.7 On termination of this SaaS Order Form, the Receiving Party shall destroy or return to the Disclosing Party (at the Disclosing Party's election) all documents and materials (and any copies) containing, reflecting, incorporating or based on the other Party's Confidential Information.
- 13.8 The provisions of this Clause 13 shall continue to apply after termination of this SaaS Order Form.

14. Limitation of Liability

14.1 Nothing in this SaaS Order Form excludes the liability of either Party for:

- 14.1.1 death or personal injury caused by negligence;
- 14.1.2 fraud or fraudulent misrepresentation; or
- 14.1.3 any other liability that cannot be excluded by law.

14.2 Subject to Clause 14.1 above:

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

14.2.2 Labrys' total aggregate liability in contract (including in respect of the indemnity at Clause 12.2), tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this SaaS Order Form shall be limited to an amount equal to the total Charges paid by the Customer to Labrys under this SaaS Order Form during the twelve (12) months immediately preceding the date on which the claim arose.

14.3 Nothing in this SaaS Order Form excludes or limits the liability of the Customer for:

- 14.3.1 any breach, infringement or misappropriation of Labrys' Intellectual Property Rights or Confidential Information; or
- 14.3.2 Charges (including any interest).

15. Term, Renewal and Termination

15.1 This SaaS Order Form shall, unless otherwise terminated as provided in this Clause 15, commence on the SaaS Start Date and shall continue for the SaaS Initial Term and, thereafter, this SaaS Order Form shall be automatically renewed for successive periods of twelve (12) months (each a **SaaS Extension Term**), unless:

15.1.1 either Party notifies the other Party of termination, in writing, at least [five (5) Business Days] before the end of the SaaS Initial Term or any Subscription Renewal Period, in which case this SaaS Order Form shall terminate upon the expiry of the applicable SaaS Initial Term or Subscription Renewal Period; or

15.1.2 otherwise terminated in accordance with the provisions of this SaaS Order Form.

15.2 Without affecting any other right or remedy available to it, either Party may terminate this SaaS Order Form with immediate effect by giving written notice to the other Party if:

15.2.1 the other Party fails to pay any amount due under this SaaS Order Form on the due date for payment and remains in default not less than thirty (30) calendar days after being notified in writing to make such payment;

15.2.2 the other Party commits a material breach of any other provision of this SaaS Order Form and (if such breach is remediable) fails to remedy that breach within a period of thirty (30) calendar days after being notified in writing to do so;

15.2.3 any distress or execution is levied on the other Party's property or if the other Party has a receiver, administrator, administrative receiver or manager appointed over the whole or any part of its assets, becomes insolvent, compounds or makes any arrangement with its creditors, commits any act of bankruptcy, is wound up or goes into liquidation or is unable to pay its debts as they fall due, or if the other Party suffers any analogous proceedings under English law or any applicable foreign law; or

15.2.4 the other Party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

15.3 On termination of this SaaS Order Form for any reason:

15.3.1 all licences granted under this SaaS Order Form shall immediately terminate and the Customer shall immediately cease all use of the Services and/or the Documentation;

15.3.2 on the other Party's request, return and make no further use of any materials and other items (and all copies of them) belonging to the other Party;

15.3.3 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 SaaS Order Form which existed at or before the date of termination shall not be affected or prejudiced; and

15.3.4 any provision of this SaaS Order Form that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this SaaS Order Form shall remain in full force and effect.

16. Force Majeure

16.1 Neither Party shall have liability to the other Party under this SaaS Order Form if it is prevented from or delayed in performing its obligations under

- this SaaS Order Form by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes, failure of a utility service or transport or telecommunications network, act of God, pandemic or epidemic, 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 (**Force Majeure Event**), provided that the other Party is notified of such an event and (to the extent reasonably foreseeable) its expected duration.
- 16.2 The non-affected Party shall have the right to terminate the SaaS Order Form if the Force Majeure Event prevents performance for a continuous period of thirty (30) calendar days.
- 17. General**
- 17.1 **Variations.** No variation of this SaaS Order Form shall be effective unless it is in writing and signed by and on behalf of each Party in a Change or a Subscription Update Form .
- 17.2 **Waiver.** A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.
- 17.3 **Severance.** If any provision or part-provision of this SaaS Order Form is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this SaaS Order Form. If any provision or part-provision of this SaaS Order Form is deemed deleted under this Clause, the Parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 17.4 **Entire Agreement.** This SaaS Order Form constitutes the entire agreement between the Parties and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances and understandings between them, whether written or oral, relating to its subject matter. Each Party acknowledges that in entering into this SaaS Order Form it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this SaaS Order Form. Nothing in this Clause 17.4 or elsewhere in this SaaS Order Form shall (nor shall be deemed to) limit or exclude either Party's liability for such Party's fraud or fraudulent misrepresentation).
- 17.5 **Assignment.** The Customer shall not, without the prior written consent of Labrys, assign, novate, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this SaaS Order Form.
- 17.6 **Third Party Rights.** This SaaS Order Form does not confer any rights on any person or party (other than the Parties and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 17.7 **Notices.** Any formal or legal notice given to a Party under or in connection with this SaaS Order Form shall be in writing and shall be sent by registered or certified post (and non-legal/formal notices by email) to the address/email address specified in the Subscription Information Sheet or such other address/email address as that Party shall notify in accordance with this Clause. Any notice shall be deemed to have been received:
- 17.7.1 if sent by certified or registered post, at the time of signature of receipt by the intended recipient; or
- 17.7.2 if sent by email, at the time of transmission, or, if this time falls outside Normal Business Hours in the place of receipt, when Normal Business Hours resume.
- 17.8 Governing Law and Jurisdiction.** This SaaS Order Form and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and interpreted in accordance with the law of England and Wales. 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 SaaS Order Form or its subject matter or formation (including non-contractual disputes or claims).

END OF GENERAL TERMS

Schedule 1

Definitions and Rules of Interpretation

1. Unless the context otherwise states or requires all other capitalised words used in these General Terms shall have the meanings set out below:

Defined Word or Term	Definition
Additional Services	means ad hoc services as specified in a Subscription Update Form as provided by Labrys on the request of the Customer and on payment by the Customer of the Additional Service Charges.
Applicable Law	means: • all applicable laws, statutes, regulations or subordinate legislation; • all binding court orders, judgements or decrees; • all guidance, industry code, policy or standard enforceable by law; and • all applicable directions, policies, rules and orders made or given by any relevant regulator or relevant authority having jurisdiction over that Party or any of that Party's assets, resources or business in any jurisdiction; from time to time, in each case applicable to or binding upon that Party.
Authorised Users	means those employees, agents and independent contractors of the Customer who are authorised by the Customer to use the Services under and in accordance with the provisions of this SaaS Order Form.
Business Day	means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
Cloud Services Provider	means the provider of Cloud services to Labrys that Labrys uses to provide the Services.
Confidential Information	means information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in accordance with Clause 13.1 .
Customer Data	means the data uploaded by the Customer, Authorised Users (or Labrys on the Customer's behalf) for the purpose of using the Services, or facilitating the Customer's use of such Services.
Customer Personnel	means Customer's employees, agents and sub-contractors.
Data Protection Legislation	all data protection and privacy legislation applicable to a Party from time to time including the UK General Data Protection Regulation (UK GDPR); the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder); and the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426) as amended.
Documentation	means the document made available to the Customer by Labrys which sets out a detailed description of the Services.
SaaS Start Date	means the date of this SaaS Order Form.
Government Mandatory Flow down Terms	means any provisions that apply to this SaaS Order Form as a mandated requirement of the applicable Government customer.
Helpdesk Facility	means a hosted helpdesk facility for the purposes of: • assisting the Customer with the proper use of the Platform; • determining the causes of bugs, errors and any other such issues in the Platform; and/or • fixing bugs, errors and any other such issues in the Platform.
Hosting Services	means a restricted access cloud-based hosting solution for the sole purpose of the Customer's use of the Services (for example, Google Cloud Platform or such other

	third-party provider) as provided by Labrys on the request of the Customer and on payment by the Customer of the Hosting Service Charges.
Intellectual Property Rights	means patents, rights to inventions, copyright and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, 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.
Labrys Personal Data Privacy Notice	means the terms and conditions at in Labrys Personal Data Notice under which Personal Data (if any) will be Processed under this SaaS Order Form.
Labrys Personnel	means Labrys' employees, agents and sub-contractors that Labrys uses to provide the Services.
Maintenance & Support Services	means support and advisory services provided by Labrys in connection to the Services, which shall be provided in accordance with the Subscription Information Sheet on payment by the Customer of the Maintenance & Support Charges.
Normal Business Hours	means 9.00 am to 5.00 pm local UK time, each Business Day.
Personal Data	means personal data (as defined in the Data Protection Legislation).
Rate Card	means the standard Labrys charging rates for labrys personnel to provide Additional Services or other ad hoc services.
Representatives	means, in relation to either Labrys or Customer, its employees, officers, contractors, subcontractors, representatives and advisers.
Services	means: • the Subscription Services provided by Labrys to the Customer under this SaaS Order Form of Labrys' cloud-native enterprise management platform (as further described in Platform Specification and Documentation (PSD) or any other website notified to the Customer by Labrys from time to time; • Maintenance & Support Services (where applicable); • the Hosting Services (where applicable); and • the Additional Services (where applicable).
Software	means the online software applications provided by Labrys as part of the Services.
Subscription Information Sheet	means the front sheets of this SaaS Order Form that contain the specifics and details of the Services and Charges for the Customer.
Subscription Limit	means the maximum number of Customer Personnel who may access and use the Services (as specified in the
Subscription Renewal Period	means the period described in Clause 15.1 .
SaaS Term	has the meaning given in Clause 15.1 (being the SaaS Initial Term together with any subsequent Subscription Renewal Periods).
Subscription Update Form	means a contractually binding request that has been duly executed by both Parties (normally by Docusign or other electronic means) that (upon execution) forms an integral part of this SaaS Order Form.

User Subscriptions	means the user subscriptions purchased by the Customer as specified in the Subscription Information Sheet which entitle Authorised Users to access and use the Services and the Documentation in accordance with this SaaS Order Form.
Virus	means anything or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.
Vulnerability	means a weakness in the computational logic (for example, code) found in software and hardware components that, when exploited, results in a negative impact to the confidentiality, integrity, or availability, and the term Vulnerabilities shall be interpreted accordingly.

2. Rules of Interpretation

- 2.1 Clause, Schedule and Paragraph headings shall not affect the interpretation of this SaaS Order Form.
- 2.2 A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this SaaS Order Form. A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this SaaS Order Form under that statute or statutory provision.
- 2.3 A reference to *writing* or *written* excludes email.
- 2.4 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.