



iplicit Software Services Subscription Agreement

A note on our Software Services Subscription Agreement

iplicit operates a single, unified set of terms for all customers on its multi-tenant platform. This is not a limitation, it is the foundation of a service that is fair, consistent, and secure for every user. iplicit is a true multi-tenant SaaS platform: all customers run on the same core application, delivered from shared cloud infrastructure that is maintained, upgraded, and secured centrally. There are no custom versions, no customer-specific configurations, and no bespoke operational processes. This is what enables iplicit to deliver continuous improvement, enterprise-grade security, and predictable pricing to every customer simultaneously.

Because the platform operates as a single, unified system, the contractual terms that govern it must also be consistent across every customer. Granting one customer different obligations would create an uneven playing field on a platform where everyone shares the same infrastructure, the same processes, and the same service and would ultimately undermine the consistency and integrity of the platform for all.

These terms therefore apply equally to every iplicit customer and are not subject to individual negotiation. No customer receives preferential treatment, and no customer is placed ahead of another. We are happy to explain any clause or discuss how the terms operate in practice, but the terms themselves are standardised, and that standardisation is what protects you alongside every other customer on the platform.

We present this agreement in a dual-column format so you can read a plain-English explanation alongside the binding legal terms. The plain English summaries in the left column are for ease of reading only. The legal terms in the right column are the binding terms of this agreement.

THIS AGREEMENT is Version 1.11 dated 3 August 2026

PARTIES

- (1) **iplicit Limited** incorporated and registered in England and Wales with company number 7194134 whose registered office is 1st Floor at Bobby's, The Square, 2-12 Commercial Road, Bournemouth, Dorset, England, BH2 5LP (**iplicit**)
- (2) The person or incorporated entity whose name and address is set out in the Order Form (Customer)

Plain English — what this means

Legal Terms (binding)

1. Interpretation

This section defines the key terms used throughout the agreement. Capitalised words have the specific meaning given here. The most important for everyday use are: Authorised Users (the people in your organisation licensed to use the software); User Subscriptions (the individual user licences you have

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

AI Feature: means any feature, functionality or component of the Services that incorporates, uses, depends on, or employs any AI Technology.

AI Technologies: means

- a. any and all machine learning, deep learning and other artificial intelligence technologies, including statistical learning algorithms,



purchased); **Subscription Components** (all other paid items on your Order Form); and **Subscription Fees** (what you pay for both of those).

models (including large language models), neural networks and other AI tools or methodologies; and

b. all software implementations of any of the foregoing and related hardware or equipment.

API: any application programming interface made available by iplicit to the Customer.

AI & API Supplemental Terms: the terms and conditions applicable to the Customer's use of any AI Feature, AI Technologies and/or any APIs made available to the Customer by iplicit, as set out <https://www.iplicit.com/legal/ai-api-terms>

Applicable Data Protection Laws: means:

a. to the extent the UK GDPR applies, the law of the United Kingdom or of part of the United Kingdom which relates to the protection of personal data;

b. to the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which iplicit is subject, which relate to the protection of personal data; and

c. to the extent that data privacy laws in any other jurisdiction applies, such laws which relate to the protection of personal data.

Authorised Users: Authorised Users' includes employees, agents and independent contractors of subsidiary and holding companies of the Customer provided that the Customer has authorised such employees, agents and/or independent contractors to use the Services. For the avoidance of doubt (i) the employees, agents and independent contractors of subsidiary and holding companies authorised by the Customer count towards the User Subscriptions set out in the Order Form, and (ii) the Customer is responsible for the acts or omission of any Authorised User.

Billing Commencement Date: means the date specified in the Order Form, or such other date as may be agreed between iplicit and the Customer.

Business Day: any day which is not a Saturday, Sunday or public holiday in the UK.

Confidential Information: information that is proprietary or confidential (whether or not it is clearly labelled as such) including (but not limited to) personal data; information relating to the Customer's or iplicit business and operations (including its suppliers, finances, information technology and security or identified as Confidential Information in clauses 12.5 and 12.6.

Customer Data: the data inputted by the Authorised Users, or iplicit and/or the Partner on the Customer's behalf for the purpose of using the Services or facilitating the Customer's use of the Services.

Customer Personal Data: any personal data which iplicit processes in connection with this agreement, in the capacity of a processor on behalf of the Customer.

Documentation: the documents made available to the Customer by iplicit online via www.iplicit.com, in the iplicit application or such other web address notified by iplicit to the Customer from time to time which amongst



	other things sets out a description of the Services, sets out policies, and provides user instructions for the Services. Effective Date: means the date that the Order Form is signed by the Customer. Error Notice: has the meaning set out in clause 2.4. EU GDPR: the General Data Protection Regulation (EU) 2016/679. Fair Use Policy: the policy of that name made available by iplicit at https://www.iplicit.com/legal/terms-and-conditions setting out the definition, unit of measurement, and usage and overage calculation methodology applicable to Authorised Users and Subscription Components Go Live Sign Off Date: the date that iplicit and/or a Partner has completed the Measures within a Project Initiation Document as specified in an Implementation Notice referred to in clause 2.6. Implementation Fees: the fees payable by the Customer to iplicit as set out in the Order Form. Implementation Notice: has the meaning set out in clause 2.3. Implementation Period: the period beginning with the Effective Date and ending on the Go Live Sign Off Date during which the Implementation Services are performed. Implementation Services: the Measures to be performed by iplicit and/or a Partner in accordance with the Project Initiation Document and any additional services which iplicit and/or the Partner may in its absolute discretion agree to supply to the Customer. Intellectual Property Rights: means all patents, trade marks, registered designs (and any applications to register same), copyright (including rights in software), database right, unregistered design right, rights in and to trade names, business names, domain names, product names and logos, databases, inventions, discoveries, know-how and any other intellectual or industrial property rights in each and every part of the world together with all applications, renewals, revisions and extensions; Initial Subscription Term: the initial term for the Authorised users to access and use the Software pursuant to this agreement commencing on the Billing Commencement Date, and continuing for the period set out in the Order Form. Measures: the design, build, data migration, testing and other configuration services to be performed and/or delivered by iplicit and/or a Partner to the Customer to enable use of the Software. Normal Business Hours: 9.00 am to 5.30 pm local UK time, each Business Day. Order Form: the order form provided by iplicit to be signed by the Customer detailing the Software, Implementation Services, Services, products and quantity in relation to this agreement. Parties: means iplicit, the Customer and the Partner (where relevant).
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Partner: means a company or individual either acting as a reseller and/or implementation partner who has been authorised and accredited by iplicit to deliver Implementation Services.

Project Initiation Document: the plan incorporating the Measures and provisions relating to governance and responsibilities of iplicit, the Partner (where relevant) and the Customer and training plans and training to be supplied by iplicit and/or the Partner, a copy of which is to be signed and dated by the Parties and as the same may be varied in writing with the written consent of the Parties from time to time.

Renewal Period: Successive periods of 12 months commencing on the anniversary of the Billing Commencement Date on which the Initial Subscription Term expires, and each subsequent anniversary of the Billing Commencement date thereafter, which shall automatically be renewed unless the contract is terminated in accordance with clause 15.

Sandbox: an additional iplicit environment provided to the Customer in which Customer Data and Software can be tested and run securely prior to and post Go Live Sign Off Date.

Services: the provision to the Customer of access to the use of the Software and the Documentation on a subscription basis under this agreement via www.iplicit.com or as otherwise notified to the Customer by iplicit from time to time.

Software: the online and locally installed software application known as "iplicit" provided by iplicit as part of the Services.

Subscription Fees: the fees payable by the Customer to iplicit for the User Subscriptions and Subscription Components, as set out in the Order Form.

Subscription Components: all items set out in the Order Form for which a fee is payable, other than User Subscriptions.

Subscription Term: the Initial Subscription Term together with any subsequent Renewal Periods.

Support Services Policy: iplicit's policy for providing support in relation to the Services as made available at <https://www.iplicit.com/legal/terms-and-conditions> or such other website address as may be notified to the Customer from time to time.

UK GDPR: has the meaning given to it in the Data Protection Act 2018.

User Subscriptions: the user subscriptions purchased by the Customer pursuant to the terms of this agreement which entitle Authorised Users to access and use the Services in accordance with this agreement.

Virus: any thing or device (including any software, code, file or programme) which may prevent, impair or otherwise adversely affect: (i) the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; (ii) 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); (iii) the user experience, including worms, malware, trojan horses, viruses and other similar things or devices.



	1.2 References to clauses and to the Order Form are to the clauses and Order Form accompanying this agreement; clause headings shall not affect the interpretation of this agreement. 1.3 A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns. 1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established. 1.5 Words in the singular shall include the plural and vice versa. 1.6 A reference to one gender shall include a reference to the other genders. 1.7 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it. 1.8 A reference to writing or written includes e-mail unless otherwise stated in this agreement. 1.9 In this agreement, the word "including" shall mean including without limitation or prejudice to the generality of any description, definition, term or phrase preceding that word, and the word "include" and its derivatives shall be construed accordingly.
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2. Implementation Process

Before you go live, iplicit or its approved Partner carries out the agreed implementation and data migration work. You need to cooperate fully and provide requisite data and timely access. Once the work is complete, iplicit or the Partner issues an Implementation Notice confirming your go-live date. If there is a technical fault on iplicit's side, you have 10 business days to flag it in writing.

2.1 iplicit and/or the Partner shall perform the Implementation Services and data migration services as set out in the Order Form and Project Initiation Document.

2.2 The Customer shall provide iplicit and/or Partner with:

- (a) such personnel assistance as may be reasonably requested by iplicit from time to time;
- (b) access to Customer Data;
- (c) clean, accurate, and complete data in the agreed-upon format for migration into iplicit;
- (d) security access information;
- (e) access to software interfaces to the Customer's other business applications;
- (f) access to usual office facilities at the Customer's business premises including a work area with access to communications, a rest area, eating washing and sanitary facilities, and an area for training of the Customer's staff;
- (g) timely access to key resources, including personnel, data, and documentation, and ensure stakeholders are available for meetings and decision-making;



(h) feedback, approvals, and decisions must be provided within agreed timelines to avoid delays and additional costs; and

(i) all other necessary co-operation and access to such information as may be required by iplicit in order that iplicit may render the Implementation Services.

2.3 On completion of the Measures iplicit and/or the Partner shall serve a notice on the Customer confirming that the Customer has access to the Software online (Implementation Notice) initially via the Sandbox. The Implementation Notice shall also state the date of the Go Live Sign Off Date for the purposes of this agreement.

2.4 If the Customer is not able to access the Software after receiving the Implementation Notice by reason of a technical failure in the performance of the Implementation Services, it shall give iplicit and the Partner a detailed description of any such inability in writing within ten (10) Business Days of receiving the Implementation Notice (an Error Notice).

2.5 With respect to any technical failure identified by the Customer in an Error Notice for which iplicit and/or the Partner is responsible, should the Error Notice affect the Go Live Sign Off Date as stated in the Implementation Notice iplicit and/or the Partner shall use reasonable endeavours to correct any such technical failure within a reasonable time, not to exceed ten (10) Business Days, and on completion of any corrective work shall submit a further Implementation Notice to the Customer, stating the revised Go Live Sign Off Date and the provisions of clause 2.4 shall then apply again.

2.6 If the Customer does not provide an Error Notice within the period of ten (10) Business Days described above, or if the technical failure is not one for which iplicit and/or the Partner is responsible, the Go Live Sign Off Date as stated in the Implementation Notice shall be deemed accepted for the purpose of this agreement.

2.7 Data migration will be limited to the scope defined in the Project Initiation Document, and any additional data cleansing, transformation, or mapping requirements will be considered out of scope and may incur extra charges.

3. Access to the Software

We grant you the right to use the software for your internal business purposes during the subscription term. You control who accesses it and are responsible for ensuring they comply with this agreement. Each licence is personal to one individual. You must not share logins, copy or reverse-engineer the software, or use it to compete with us or provide services to third parties.

3.1 In consideration of the Subscription Fees, iplicit grants to the Customer a non-exclusive, non-transferable, revocable right to permit the number of Authorised Users set out in the associated Order Form (and any additional User Subscriptions purchased pursuant to clause 4) to use the Services from the Effective Date until the end of the Subscription Term only for the Customer's internal business operations subject to the restrictions set out in this clause 3 and the other terms and conditions of this agreement.

3.2 In relation to the Authorised Users and Subscription Components, the Customer undertakes to iplicit that:



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

(b) it will not allow or suffer any User Subscription to be used by more than one individual 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;

(c) it shall permit iplicit to audit the Customer's use of the Services in order to establish (i) the number of Authorised Users (ii) the quantity of Subscription Components in use, and (iii) the Customer's consumption of any usage-based features. iplicit's own system-generated records of such use and consumption shall be conclusive evidence of the same, in the absence of manifest error;

(d) if any of the audits referred to in clause 3.2(c) reveal that the Customer's use of Services, whether in respect of Authorised Users or Subscription Components, exceeds the quantities or allowances purchased under the Order Form, or otherwise reveal that the Customer has underpaid Subscription Fees to iplicit, then without prejudice to iplicit's other rights, the Customer shall pay to iplicit an amount equal to such underpayment as calculated in accordance with the prices set out in the associated iplicit Order Form and/or Fair Use Policy as revised from time to time in accordance with clause 10.5, plus interest thereon calculated in accordance with clause 10.2(d), payable pursuant to the direct debit mandate to be provided by the Customer within 14 days of the date of iplicit's invoice; and

(e) it shall not cancel the direct debit for the Subscription Fees without first giving at least 7 Business Days' notice to iplicit of its intention so to do.

3.3 The Customer shall use commercially reasonable endeavours not to access, store, distribute or transmit any Viruses, nor access, store, distribute or transmit any material during the course of its use of the Services that is unlawful or which facilitates or promotes unlawful conduct or activity including material that is harmful, threatening, defamatory, obscene, sexually explicit, harassing, intimidating, or which causes or may cause damage or injury to any person or property and iplicit reserves the right, without liability or prejudice to its other rights and obligations, to terminate and/or suspend the Customer's access to any material that breaches the provisions of this clause until such time that the breach is remedied by Customer.

3.4 The Customer shall not:

(a) except as may be allowed by any applicable law which is incapable of exclusion by agreement between the Parties:

(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 Software and/or



Documentation (as applicable) 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 Software; or

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

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

(d) subject to clause 22.1, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services or any part of them available to any third party except the Authorised Users; or

(e) attempt to obtain, or assist third parties in obtaining, access to the Services, other than as provided under this clause 3.

3.5 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, shall promptly notify iplicit of such access and the circumstances relating to such access.

3.6 The Sandbox will remain accessible until this agreement is terminated in accordance with clause 15, or as otherwise agreed between the Parties.

4. Additional User Subscriptions and Subscription Components

If you need more user licences or additional platform components (such as extra legal entities, transaction packs or other paid items on your Order Form) during your term, you can purchase them at our current prices. Any additional purchases mid-term are charged pro-rata for the remaining subscription period.

4.1 The Customer may, from time to time during the Subscription Term and with the consent of iplicit, purchase additional User Subscriptions in excess of the number of users set out in Order Form and/or purchase additional or increased Subscription Components in excess of the quantities or allowances set out in the Order Form, at the then prevailing fees set by iplicit in accordance with clause 10.5 and iplicit shall promptly grant access to the Services to such additional Authorised Users and/or Subscription Components in accordance with the provisions of this agreement.

4.2 If such additional User Subscriptions are purchased by the Customer, such fees shall be pro-rated for the remainder of the Subscription Term.

4.3 If additional or increased Subscription Components are purchased by the Customer pursuant to clause 4.1, the fees for such Subscription Components shall be pro-rated for the remainder of the then-current Subscription Term.

4.4 If, at any time during the Subscription Term, the Customer's actual use of the Services exceeds the number of User Subscriptions, the quantities or allowances of Subscription Components, set out in the Order Form and/or Fair Use Policy, whether or not the Customer has requested such additional use under clause 4.1, such excess use shall be deemed to constitute a request by the Customer for additional User Subscriptions and/or Subscription Components in the amount of the excess, and iplicit



shall be entitled to charge, and the Customer shall pay, fees for such excess use calculated in accordance with the then-current prices set out in the Order Form and/or the Fair Use Policy, without prejudice to any other right or remedy available to iplicit, including termination in accordance with clause 15.

4.5 For the purposes of clause 4.4, iplicit's own system-generated records of the Customer's use of the Services shall be the primary basis for determining any excess use, and shall be conclusive evidence of the same in the absence of manifest error.

5. Services

We provide the software and support during your subscription term. We aim for 24/7 availability and will give advance notice of planned maintenance. Standard support during business hours is included. We may use AI technologies as part of the service, subject to the AI & API Supplemental Terms.

5.1 iplicit shall, during the Subscription Term, provide the Services to the Customer on and subject to the terms of this agreement.

5.2 iplicit shall use commercially reasonable endeavours to make the Services available 24 hours a day, seven days a week, except for:

- (a) planned maintenance carried out during the maintenance window of 10.00 pm to 2.00 am UK time; and
- (b) unscheduled maintenance performed outside Normal Business Hours, provided that iplicit has used reasonable endeavours to give the Customer at least 5 Normal Business Hours' notice in advance.

5.3 iplicit will, as part of the Services and at no additional cost to the Customer, provide the Customer with iplicit's standard customer support services during Normal Business Hours in accordance with iplicit's Support Policy & Service Level Agreement in effect at the time that the Services are provided (available at <https://www.iplicit.com/legal/terms-and-conditions>) which may be amended by iplicit in its sole discretion from time to time.

5.4 During the Subscription Term, iplicit may:

- (a) use AI Technologies and/or AI Features as part of the Services; and
- (b) make available to the Customer AI Technologies, AI Features and/or APIs,
- (c) subject always to the AI & API Supplemental Terms.

6. Customer Data

You own your data at all times. We act as your data processor under UK/EU GDPR. We implement strict data protection obligations, notify you promptly of any breach, and back up

6.1 If iplicit processes any personal data on the Customer's behalf when performing its obligations under this agreement, the Parties record their intention that the Customer shall be the data controller and iplicit shall be a data processor and in any such case:



your data in line with our Backup Policy. You can request a copy of your data on termination.

(a) Unless agreed otherwise in writing by iplicit, the Customer acknowledges and agrees that the Customer Personal Data shall only be transferred to our approved sub-processors set out in our Data Protection Addendum (<https://www.iplicit.com/legal/terms-and-conditions>);

(b) the Customer shall ensure that the Customer is entitled to transfer the relevant Customer Personal Data to iplicit so that iplicit may lawfully use, process and transfer the personal data in accordance with this agreement on the Customer's behalf;

(c) the Customer shall ensure that the relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer as required by all Applicable Data Protection Laws;

(d) iplicit shall process the personal data only in accordance with the terms of this agreement and any lawful instructions reasonably given by the Customer from time to time; and

(e) each party shall take appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data or its accidental loss, destruction or damage.

(f) the Customer hereby provides its prior, general authorisation for iplicit to appoint processors to process the Customer Personal Data, provided that iplicit:

(i) shall ensure that the terms on which it appoints such processors comply with Applicable Data Protection Laws, and are consistent with the obligation imposed on iplicit in this Clause 6.1;

(ii) shall remain responsible for the acts and omissions of any such processor as if they were the acts and omissions of iplicit; and

(iii) shall inform the Customer of any intended changes concerning the addition or replacements of the processors, thereby giving the Customer the opportunity to object to such changes provided that if the Customer objects to the changes it must demonstrate, to iplicit's reasonable satisfaction, that the objection is due to an actual or likely breach of Applicable Data Protection Law.

(g) iplicit shall assist the Customer insofar as this is possible (taking into account the nature of the processing and the information available to iplicit), and at the Customer's cost (at iplicit's then prevailing hourly rates) and written request, in responding to any request from a data subject and in ensuring the Customer's compliance with its obligations under Applicable Data Protection Laws with respect to security, breach notifications, impact assessment and consultations with supervisory authorities or regulators. iplicit shall, as soon as reasonably practicable, provide the Customer with any requests from data subjects to exercise their rights under Applicable Data Protection Laws.



(h) iplicit shall notify the Customer without undue delay (and no later than 48 hours) after becoming aware of a personal data breach;

(i) iplicit shall ensure that persons authorised to process personal data on behalf of the Customer have committed themselves to confidentiality or are under an appropriate obligation of confidentiality relating to the personal data;

(j) iplicit shall maintain records to demonstrate its compliance with Applicable Data Protection Laws and this Clause 6.1; and

(k) iplicit shall, subject to any relevant and applicable confidentiality obligation, and solely at the expense of the Customer, covering any third party costs and resource costs incurred by iplicit to facilitate this request, provide the Customer with access to any Customer Personal Data and Customer information relating to the performance of the Services and assist with such audits, including inspections, where iplicit is contractually able to facilitate such audits and inspections, reasonably requested by (or on behalf of) the Customer to undertake the verification that iplicit complies with its obligations in relation to Customer Personal Data. This request may only be made once in any 12 month period.

6.2 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.

6.3 iplicit shall follow its archiving procedures for Customer Data as set out in its Backup Policy (www.iplicit.com/legal/terms-and-conditions) or such other website address as may be notified to the Customer from time to time, as such document may be amended by iplicit in its sole discretion from time to time. In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy shall be for iplicit to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest backup of such Customer Data maintained by iplicit in accordance with the archiving procedure described in its Backup Policy. iplicit shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party.

6.4 iplicit shall, in providing the Services, comply with its Privacy and UK GDPR Policy relating to the privacy and security of the Customer Data available at www.iplicit.com/privacy or such other website address as may be notified to the Customer from time to time, as such document may be amended from time to time by iplicit in its sole discretion.



7. Third Party Providers

Some features may connect you to third-party services or websites. These are outside our control and we are not liable for them. Any contract you enter into with a third party is between you and that party alone.

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

7.2 The Customer acknowledges that if the Services allow the Customer and/or Authorised Users to access and/or use third-party services (including any white label services) the use of such third-party services may be subject to the Customer and/or Authorised User (i) complying with the terms and conditions of the third-party services, and/or (ii) iplicit's terms and conditions applicable to the use of third party services as notified to the Customer and/or Authorised user from time to time, as amended by iplicit from time to time.

8. iplicit's Obligations

We promise to deliver the software substantially as described in the documentation, with reasonable skill and care. We are not liable for downtime caused by the internet or communications networks. We will not be prevented from developing similar products for other customers.

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

8.2 The undertaking at clause 8.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to iplicit's instructions, or modification or alteration of the Services by any party other than iplicit or iplicit's duly authorised contractors or agents. If the Services do not conform with the foregoing undertaking, iplicit will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 8.1. Notwithstanding the foregoing, iplicit:

(a) does not warrant that the Customer's use of the Services will be uninterrupted or error-free; or that the Services or the information obtained by the Customer through the Services will meet the Customer's requirements; 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 Customer acknowledges that the Services may be subject to limitations, delays



and other problems inherent in the use of such communications facilities.

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

8.4 iplicit warrants that it has all necessary licences, consents, and permissions necessary for the performance of its obligations under this agreement.

9. Customer's Obligations

You must cooperate with us, pay on time by direct debit, comply with all applicable laws, ensure your users are properly trained and comply with this agreement, maintain your network and systems to the required specifications, and be responsible for your own internet and telecommunications connections. You also warrant that you are not subject to any trade sanctions and will not use the software for prohibited purposes.

9.1 The Customer shall:

(a) provide iplicit with:

- (i) all necessary co-operation in relation to its use of the Services and its rights and obligations under this agreement; and
- (ii) all necessary access to such information as may be required by iplicit;

in order to enable iplicit to provide or monitor the use of the Services, including but not limited to Customer Data, security access information and configuration services;

(b) pay all fees and charges by direct debit, including the Subscription Fees (monthly, in advance), (in the month they are incurred) and Implementation Fees including any additional fees relating to training, consultancy and Implementation Services as per any signed Order Form or as mutually agreed;

(c) comply with all applicable laws and regulations with respect to its activities under this agreement;

(d) carry out all other Customer responsibilities set out in this agreement in a timely and efficient manner;

(e) ensure that the Authorised Users use the Services in accordance with the terms and conditions of this agreement and shall be solely responsible for any Authorised User's acts, omissions and/or breach of this agreement;

(f) ensure that Authorised Users are properly trained and sufficiently competent to a level that is appropriate to their usage of the Services;

(g) ensure that, if using the optional desktop iplicit App (which is an optional alternative method of accessing the iplicit cloud application and data to using the more commonly used browser applications), the latest version of iplicit's locally installed software applications that has been made available to them is installed on all computers used to access the Services;

(h) obtain and shall maintain all necessary licences, consents, and permissions necessary for iplicit, its contractors and agents to perform



their obligations under this agreement, including without limitation the Services;

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

(j) be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to iplicit's data centres; and

(k) be solely responsible for all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

9.2 In the event of any failure or delays in the Customer's compliance with its obligations under this agreement, iplicit may adjust any agreed timetable, delivery schedule or amounts payable and/or may suspend the Customer's rights to access the Services as reasonably necessary to procure compliance by the Customer of its obligations.

9.3 The Customer warrants that: (a) it is not located in, and will not access the Services from, any country or territory subject to UK, US or EU sanctions or export restrictions; (b) it will not use the Services in connection with the design, development or production of weapons or other purposes prohibited under applicable export control law; and (c) it is not a designated person or entity under any applicable sanctions regime. The Customer shall indemnify iplicit against any losses, fines or costs arising from any breach of this clause.

10. Charges and Payment

Subscription Fees are payable monthly by direct debit, in advance. If you do not pay within 30 days of the due date we may suspend your access and charge interest. All fees exclude VAT, are non-refundable, and are payable in the currency on your Order Form. Fees are reviewed annually with at least 60 days' notice should there be any increase.

10.1 The Subscription Fees for the Initial Subscription Term, Implementation Fees and any additional fees as agreed between the Parties shall be payable by direct debit and due on the Billing Commencement Date, or as otherwise stated on the Order Form. The Subscription Fees for any Renewal Period shall be payable by direct debit and due on the first day of any Renewal Period and thereafter in accordance with the Order Form. Following the first payment, all other payments are payable and invoiced on the 1st day of each month and debit collection occurs on the 14th day of each month.

10.2 If iplicit has not received a payment within 30 days after the due date, then without prejudice to any other rights and remedies of iplicit, including the right to terminate this agreement:

(a) iplicit may, upon written notice (as set out below), and without liability to the Customer, suspend the Customer's account and its access to all or part of the Services and iplicit shall be under no obligation to provide any of the Services while any fees or charges remain unpaid, subject to iplicit notifying the Company in writing and providing five (5) business days to remedy any payment obligations;



(b) The outstanding balance and the following month's fees, charges and any excess storage fees shall become immediately due and payable; and

(c) interest shall accrue on such overdue amounts at an annual rate equal to 2% over the then current base lending rate of HSBC Bank Plc at the date the relevant invoice was issued, commencing on the due date and continuing until fully paid, whether before or after judgment.

10.3 All amounts and fees stated or referred to in this agreement and any Order Form:

(a) shall, subject to clauses 10.7 and 10.8 below, be payable in the currency stated in the Order Form;

(b) are, subject to clause 14.4(b), non-cancellable and non-refundable;

(c) are exclusive of value added tax, which shall be payable in addition at the appropriate rate; and

(d) shall be payable by direct debit.

10.4 If, at any time whilst using the Services, the Customer exceeds the terms of the Fair Use Policy in relation to the Order Form, iplicit shall charge the Customer, and the Customer shall pay iplicit's then current excess fees in accordance with the Fair Use Policy at www.iplicit.com/legal/terms-and-conditions which may be amended by iplicit in its sole discretion from time to time in accordance with the Fair Use Policy's own amendment provisions. Where an amendment to the Fair Use Policy would materially (i) reduce an included allowance, (ii) alter the definition or measurement of a unit of usage, or (iii) increase an overage rate applicable to the Customer, iplicit shall give the Customer not less than 60 days' prior written notice before such amendment takes effect.

10.5 iplicit shall be entitled to annually review and increase the fees payable in respect of User Subscriptions and any additional User Subscriptions purchased pursuant to clause 4.1, and/or any Subscription Components (including any additional or increased Subscription Components purchased pursuant to clause 4.1), and/or other fees payable pursuant to clause 10.4 from time to time by providing notice to the Customer (subject always to clause 10.6). Any increase shall be notified to the Customer on not less than 60 days' notice prior to becoming effective.

10.6 Subject to clause 4.1 (pursuant to which the Customer and iplicit agree that the Subscription Fees payable for additional Authorised Users and Subscription Components approved by iplicit prior to the end of the Initial Subscription Term or during a Renewal Period shall be payable at the then prevailing rate for additional Authorised Users and Subscription Components), any increase in Subscription Fees following any revisions of the same shall be payable only with effect on and from the date provided by notice from iplicit to Customer and the associated Order Form shall be deemed to have been amended accordingly.

10.7 The currency conversion rate to be applied in respect of the Subscription Fees, Implementation Fees and any additional fees under this



Agreement shall be the exchange rate of HSBC Bank as it is published on its website applicable on the date of the payment.

10.8 The fees are based on the exchange rate mechanism set out in clause 10.7 above. Any losses caused to iplicit by fluctuations in the currency exchange rate from that rate shall be calculated on an annual basis, commencing on the Billing Commencement Date. The Customer shall indemnify iplicit against any losses directly resulting from currency fluctuation where such losses exceed more than 1% of the total contract price over each Subscription Term.

11. Proprietary Rights

All intellectual property in the software and services belongs to iplicit and its licensors. You receive a licence to use it, not ownership. You must not exploit, modify or share the software without our consent. Any feedback or ideas you provide become our property.

11.1 The Customer acknowledges and agrees that iplicit and/or its licensors own all Intellectual Property Rights in the Software and Services. Except as expressly stated herein, this agreement does not grant the Customer any rights to, or in, any Intellectual Property Rights, or any other rights or licences in respect of the Services or the Documentation. Nothing in this agreement shall operate to prevent iplicit from making use of any know-how acquired, principles learned or developed or experienced gained during the performance of this agreement in future contracts with third parties or the Customer.

11.2 To the extent that the Customer may hold any Intellectual Property Rights in the Software and Services, including any rights in any know-how or product development ideas or enhancements, then the Customer agrees that all such rights belong to iplicit and the Customer hereby assigns to iplicit any and all Intellectual Property Rights in same.

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

11.4 iplicit may modify the Services from time to time and at any time provided that if any modification materially adversely affects the functionality of the Services, iplicit will give notice to the Customer of the modification as soon as it becomes aware of the issue.

11.5 The Customer shall not without the prior consent of iplicit:

- (a) market, exploit or make any documentation, services or software available to another person or permit another person to use the Software, Services or Documentation;
- (b) use any Documentation, Services or Software on behalf of or for the benefit of another person or company;
- (c) delete, remove or in any way obscure iplicit's proprietary notices on the Software or Documentation;
- (d) alter or modify the Software or Documentation;
- (e) combine the Software with or incorporate it in any other programmes; or
- (f) attempt to do any of the foregoing or permit others to do so.



11.6 The Intellectual Property Rights of iplicit held in any Software, Documentation, Services or any other software (including all enhancements and modifications) is and will remain at all times iplicit's property or that of iplicit's licensors.

11.7 Any feedback, suggestions, product enhancements or new product idea provided by the Customer to iplicit shall be owned by iplicit and the Customer and/or Authorised Users (as the case may be) acknowledge and agree that they shall have no right, title or interest in the same.

12. Confidentiality

Both parties keep each other's confidential information private and use it only for the purposes of this agreement. Your Customer Data is treated as your confidential information. Standard exceptions apply, for example, information that is already publicly known. This obligation survives termination.

12.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under this agreement. Subject to the terms of the agreement, each party shall hold the other's Confidential Information in confidence and, unless required by law, shall 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.

12.2 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.

12.3 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.

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

12.5 iplicit acknowledges that the Customer Data is the Confidential Information of the Customer.

12.6 This clause 12 shall survive termination of this agreement, however arising.



13. Indemnity

You indemnify us against claims arising from your negligent or unlawful use of the software, or breach of this agreement. We indemnify you against claims that our software infringes a third party's UK intellectual property rights, subject to the conditions described. These are the sole and exclusive remedies in relation to IP infringement.

13.1 The Customer shall defend, indemnify and hold harmless iplicit against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with: (i) the Customer's negligent, unauthorised or unlawful use of the Services and/or Documentation; (ii) the Customer's breach of clauses 3.3, 3.4, 9.1(c), 9.1(e), 9.1(h), 9.1(k), 9.3, 11.1, 11.5 and 12; and (iii) the Customer's breach of any other document forming part of this Agreement, provided that:

- (a) the Customer is given prompt notice of any such claim;
- (b) iplicit provides reasonable co-operation to the Customer in the defence and settlement of such claim, at the Customer's expense; and
- (c) the Customer is given sole authority to defend or settle the claim.

13.2 iplicit shall defend the Customer, against any claim that the Services or Documentation infringes any third party United Kingdom Intellectual Property Rights, and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims, provided that:

- (a) iplicit is given prompt notice of any such claim;
- (b) the Customer provides reasonable co-operation to iplicit in the defence and settlement of such claim, at iplicit's expense; and
- (c) iplicit is given sole authority to defend or settle the claim.

13.3 In the defence or settlement of any claim, iplicit may procure the right for the Customer to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate this agreement on 20 Business Days' notice to the Customer without any additional liability or obligation to pay liquidated damages or other additional costs to the Customer.

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

- (a) a modification of the Software, Services or Documentation by anyone other than iplicit, its agents or subcontractors; or
- (b) the Customer's use of the Software, Services or Documentation in a manner contrary to the instructions given to the Customer by iplicit; or
- (c) the Customer's use of the Software, Services or Documentation after notice of the alleged or actual infringement from iplicit or any appropriate authority.

13.5 The foregoing and clause 14.4(b) states the Customer's sole and exclusive rights and remedies, and iplicit's (including iplicit's employees, agents' and sub-contractors') entire obligations and liability, for any infringement of any third party Intellectual Property Rights.

13.6 This clause 13 shall survive termination or expiry of this Agreement.



14. Limitation of Liability

Our liability to you is capped at the Subscription Fees you paid in the 12 months before your claim. We are not liable for indirect losses such as loss of profits, loss of data, or loss of business. Should something go wrong with your data, clause 6.3 sets out our commitment to restore from backup. The limits in this Agreement do not apply to things we cannot lawfully exclude: death or personal injury caused by our negligence, or fraud.

14.1 This clause 14 sets out the entire financial liability of iplicit (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer:

- (a) arising under or in connection with this agreement;
- (b) in respect of any use made by the Customer of the Services 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.

14.2 Except as expressly and specifically provided in this agreement:

- (a) the Customer assumes sole responsibility for results obtained from the use of the Services by the Customer, and for conclusions drawn from such use. iplicit shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to iplicit by the Customer in connection with the Services, or any actions taken by iplicit at the Customer's direction;
- (b) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this agreement; and
- (c) the Services are provided to the Customer on an "as is" basis.

14.3 Nothing in this agreement excludes the liability of iplicit:

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

14.4 Subject to clause 14.2 and clause 14.3:

- (a) iplicit shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any: (i) loss of profits, (ii) loss of business or opportunity, (iii) depletion of goodwill and/or similar losses or (iv) loss or corruption of data or information, or (v) pure economic loss, or (vi) for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this agreement; and
- (b) iplicit's total aggregate liability in contract (including in respect of the indemnity at clause 13.2), tort (including negligence or breach of statutory duty howsoever arising), 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 for the User Subscriptions during the 12 months immediately preceding the date on which the claim arose.



15. Term and Termination

The agreement runs for the Initial Subscription Term set out in your Order Form and then renews automatically for a 12 month renewal period unless:

(i) 90 days' written notice is given before the end of the Initial Subscription Term; or

(ii) 90 days' written notice is given at any point during any Renewal Period. The Agreement will then terminate at the end of the 90 days' and not at the end of the Renewal Period.

Either party can terminate immediately if the other commits a material unremedied breach or becomes insolvent. On termination, all licences end immediately; you can request your data up to 10 days after termination date before we delete it.

15.1 The right for the Customer's Authorised Users to access the Software granted by this agreement shall, unless otherwise terminated as provided in this clause 15, continue for the Initial Subscription Term and, thereafter, this agreement shall be automatically renewed for successive Renewal Periods, unless:

(a) either party notifies the other party, in writing: (i) at least 90 days before the end of the Initial Subscription Term; or (ii) at least 90 days' notice at any time during any Renewal Period, that automatic renewal will not apply, in which case this agreement shall terminate upon the expiry of the applicable Initial Subscription Term or upon the expiration of the 90 days' notice if such expiration occurs during a Renewal Period; or

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

15.2 Without prejudice to any other rights or remedies to which the Parties may be entitled, either party may terminate this agreement with immediate effect without liability to the other if:

(a) the other party commits a material breach of any of the terms of this agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or

(b) an order is made or a resolution is passed for the winding up of the other party, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order in relation to the other party; or

(c) an order is made for the appointment of an administrator to manage the affairs, business and property of the other party, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the other party, or notice of intention to appoint an administrator is given by the other party or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986); or

(d) a receiver is appointed of any of the other party's assets or undertaking, or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the other party, or if any other person takes possession of or sells the other party's assets; or

(e) the other party makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way; or

(f) the other party ceases, or threatens to cease, to trade; or

(g) the other party takes or suffers any similar or analogous action in any other jurisdiction.

15.3 Subject to clause 15.4 and the Customer paying all fees and charges that are due, the Customer may at any time during the Implementation Period and prior to the Go Live Sign Off Date serve on iplicit a notice of not



less than ten (10) Business Days to terminate all its rights pursuant this agreement.

15.4 Upon serving a notice to terminate this Agreement pursuant to clause 15.3, the Customer shall be liable to pay to iplicit the Implementation Fees attributable to the Implementation Milestones achieved as at the termination date, provided that where termination occurs partway through an Implementation Milestone, the Customer shall be deemed to have completed that Milestone and shall pay the full Implementation Fees allocated to that Milestone, and the Customer shall pay all such amounts within ten (10) days of iplicit's invoice.

15.5 On termination of this agreement for any reason:

- (a) all licences granted under this agreement shall immediately terminate;
- (b) each party shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party;
- (c) iplicit may destroy or otherwise dispose of any of the Customer Data in its possession unless iplicit receives, no later than 10 days after the termination of this agreement, a written request for the delivery to the Customer of the then most recent backup, or a single retained backup from a previous period as specified by the Customer, of the Customer Data. iplicit shall use reasonable commercial endeavours to deliver the backup to the Customer within 7 days of its receipt of such a written request, provided that the Customer has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). In the event that the Customer's request for Customer Data exceeds what is provided for in this Clause 15.5(c) then iplicit shall be entitled to charge the Customer in accordance with iplicit's prevailing rate card;
- (d) iplicit will delete all of the Customer Data in its possession, no later than 14 days after receiving a written request from the Customer to do so;
- (e) the accrued rights of the Parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination, shall not be affected or prejudiced; and
- (f) all unpaid invoices from iplicit shall become immediately due and payable including up to and including the last day of the Agreement or has been mutually agreed between the Parties.

16. Implementation and Training Services

You can reschedule implementation bookings within the stated notice periods at no extra cost. We ask for reasonable notice because the

16.1 The Customer has the right to move Implementation Services or any additional training, or appointments as listed in this Clause 16.1 that have been booked (Booking) with iplicit and/or the Partner, within a certain



delivery teams work across many customers simultaneously, a late cancellation or no-show leaves a gap that cannot easily be filled and delays other customers waiting for the same resource. The charges set out in clause 16.3 reflect that real cost to the business. If you do not attend a booked session, the full cost applies with no credit

number of days from the Booking without incurring additional costs as per Clause 16.3, providing the following notice periods are followed:

- (a) Project-kick-off appointment: This may only be moved twice before incurring an additional invoice. A minimum of 10 Business Days' before the Booking must be given to move the appointment.
- (b) Solution Design appointment: This may only be moved twice before incurring an additional invoice. A minimum of 10 Business Days' before the Booking must be given to move the appointment.
- (c) Project Management appointments: This may only be moved twice before incurring an additional invoice. A minimum of 10 Business Days' before the Booking must be given to move the appointment.
- (d) Consultancy, training, reports/enquiry/dashboards and all other appointments: This may only be moved once before incurring an additional invoice. A minimum of 10 Business Days' before the Booking must be given to move the appointment.
- (e) User Acceptance Testing (UAT) phase: This may only be moved once before incurring an additional invoice. A minimum of 10 Business Days' before the Booking must be given to move the appointment.
- (f) Go-Live Sign Off Date appointment: This may only be moved once by the Customer but only with a minimum of 30 days' notice before the Go-Live Sign Off Date. iplicit and/or the Partner reserves the right to move the Go-Live Sign Off Date at any notice but only with agreement by the Customer. Where Customer moves the appointment more than once then an additional invoice will be raised by iplicit and/or the Partner in line with clause 16.3. Where iplicit invokes the change, there will be no additional invoice.

16.2 To exercise the right to move a Booking, Customer must inform iplicit and the Partner of the decision to move or cancel the Booking by sending to iplicit an email notification providing the original date of Booking to bookings@iplicit.com. Customer acknowledges that any change to Booking may affect the Go Live Sign Off Date and Customer agrees that iplicit is not responsible for this change.

16.3 If Customer moves the Booking in accordance with Clause 16.1, there will be no additional cost. Customer can still provide notice to move a Booking outside the notice period as per Clause 16.2, but the following additional fees will be invoiced for failing to keep to the original Booking or moving a Booking more than is permitted:

- (a) If you cancel or move a Booking nine (9) days before the appointment, you will be invoiced an additional 25% of the Booking as per the Order Form;
- (b) If you cancel or move a Booking five (5) to eight (8) days before the appointment, you will be invoiced an additional 50% of the Booking as per the Order Form; and
- (c) If you cancel or move a Booking four (4) days to forty-eight (48) hours before the appointment, you will be invoiced an additional 75% of the Booking as per the Order Form; and



(d) If you cancel or move a Booking forty-eight (48) hours before and up to the day of the appointment, you will be invoiced 100% of Booking as per the Order Form.

(e) If you move a Booking more times than allowed as per Clause 16.1, you will be invoiced 100% of the Booking as per the Order Form.

16.4 If Customer has a Booking and does not attend the Booking, the Customer will be charged the full costs of the Booking and will not be entitled to a reimbursement or any credit.

17. Dispute Resolution

If a dispute arises, both parties' managing directors will first try to resolve it within 30 days. This does not prevent either party applying to court for urgent interim relief.

17.1 All disputes between the Parties arising out of or relating to this agreement or the breach, termination or validity thereof shall be referred by either party in writing, first to each party's managing director. The managing directors shall meet and attempt to resolve the dispute within a period of thirty (30) days from the date of referral of the dispute to them. This clause shall not restrict the ability of either party to apply for interim or injunctive relief.

18. Force Majeure

Neither party is liable for failures caused by events outside their reasonable control — such as natural disasters, strikes, government orders or network failures — provided the affected party notifies the other promptly.

18.1 iplicit shall have no liability to the Customer under this agreement if it is prevented from or delayed in performing its obligations under this agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of iplicit 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 iplicit's or sub-contractors, provided that the Customer is notified of such an event and its expected duration.

19. Publicity

We may publicise our relationship with you on our website and in our marketing materials. You grant us a licence to use your trade marks for this purpose.

19.1 iplicit shall be permitted to publicise their involvement with the Customer by means of a written description and images on iplicit's website and other communications channels, and the Customer hereby grants a non-exclusive perpetual licence to iplicit to permit the use and reproduction of the Customer's Trade Marks and any brand name used by



the Customer on any website used by iplicit and any marketing materials created by or on behalf of iplicit to promote its services.

20. Waiver

If either party overlooks a breach, that does not mean future breaches are excused. Rights under this agreement are cumulative.

20.1 A waiver of any right under this agreement is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and to the circumstances for which it is given.

20.2 Unless specifically provided otherwise, rights arising under this agreement are cumulative and do not exclude rights provided by law.

21. Severance

If any part of this agreement is found to be invalid, the rest of the agreement continues in full force.

21.1 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.

21.2 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.

22. Entire Agreement

This agreement is the complete record between us and supersedes all prior discussions and arrangements. In the event of conflict between documents, the order of priority is set out in clause 22.3.

22.1 This agreement, 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.

22.2 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.

22.3 In the event of any conflict in respect of the provisions of this agreement and/or the documents referred to in it, the following order of priority shall prevail (in descending order of priority):

- (a) Explicit variations to the agreement set out in the Order Form;
- (b) This agreement;
- (c) The remainder of the Order Form;
- (d) Project Initiation Document;
- (e) AI & API Supplemental Terms;
- (f) Support Services Policy;



(g) Fair Use Policy; and

(h) Backup Policy.

Notwithstanding the foregoing, in respect of the definition and unit of measurement of any Subscription Component, and the calculation of any associated usage allowance or overage fee, the Fair Use Policy shall prevail over this agreement and the Order Form.

23. Assignment

You cannot assign this agreement without our written consent. We can transfer, sub-contract or deal with our rights and obligations, subject to giving you 60 days' notice. Neither party may assign without consent in other circumstances, except in a merger or acquisition.

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

23.2 Subject to clause 23.3, iplicit may, subject to giving 60 days' notice to the Customer, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.

23.3 Neither party may assign this Agreement or any of its rights or obligations hereunder without the other's express written consent, except that either party may assign this Agreement to the surviving party in a merger of that party into another entity or in an acquisition of all or substantially all its assets. No assignment becomes effective unless and until the assignee agrees in writing to be bound by all the assigning party's obligations in this Agreement.

24. No Partnership or Agency

This agreement does not create a partnership or agency between the parties. Neither party can bind the other.

24.1 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).

25. Third Party Rights

Only the parties to this agreement can enforce its terms. No third party has rights under the Contracts (Rights of Third Parties) Act 1999.

25.1 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.

26. Notices



Notices must be in writing and delivered by hand, first-class post or email. Delivery times are deemed accordingly: hand delivery on receipt, post in the normal course of post, and email at the time of transmission (or 9am the next business day if sent outside business hours).

26.1 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 may be sent to the other party by email, in the case of the Customer, to an email mailbox associated with the Customer's account under this agreement and in the case of iplicit to the mail box address set out in the associated iplicit Software Proposal.

26.2 A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9 am on the first business day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post. A notice sent by email shall be deemed to have been received at the time of transmission or, if the time of transmission is not in Normal Business Hours, then at 9am on the first business day following transmission.

27. Governing Law and Jurisdiction

This agreement is governed by English law. Any disputes are subject to the exclusive jurisdiction of the English courts.

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

27.2 The Parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

28. Variation

Changes to this agreement must be in writing and signed by both parties, except that iplicit may update its terms to reflect changes in its services, law, or for security reasons, with at least 30 days' notice where the change is material. If you continue using the services, you will be deemed to have accepted the change. If you don't agree, you can tell us within 30 days; you'll stay on your current terms until they're due to end, at which point the agreement will come to an end.

28.1 Save as expressly provided in clause 28.2 this agreement, no amendment or variation of this agreement shall be effective unless in writing and signed by a duly authorised representative of each of the Parties to it.

28.2 iplicit may vary these terms from time to time to (i) reflect changes in our services or how we do business; (ii) to comply with changes in legislation or regulation; (iii) to reflect technical developments or because a feature or service is no longer viable; or (iv) for security reasons such as to prevent abuse or harm. If we materially change these terms, we will provide you with reasonable advance notice and where possible, no less than thirty (30) days. If you continue to use the Services, you will be deemed to have accepted the change. If you do not agree to the new terms you must notify us within thirty (30) days of the change taking effect that you do not agree and you will remain on the current terms you have accepted until the



end of the Initial Subscription Term or the current Renewal Period at which point our agreement will come to an end.

This Agreement has been entered into on the Effective Date, being the date that the Order Form is signed by the customer.