Licence Agreement

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in this Licence Agreement (the "**Agreement**").

(a) **Authorised Users:** those employees, agents, students and/or parents of the Customer who are authorised by the Customer to use the Services and the Documentation. Where the Customer contracts with MyLogin on behalf of more than one educational establishment, this shall include the employees, agents, students and parents of all educational establishments represented by the Customer who are named on the Information.

(b) **Authorised User Account**: an individual account linked to the Software, established by an Authorised User for use of the Services.

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

(d) **Confidential Information:** information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 10.1.

(e) **Customer**: the school, educational establishment or other customer organisation which is receiving the Services.

(f) **Customer Data:** the data inputted by the Customer, Authorised Users, or MyLogin on the Customer's behalf.

(g) **Digital Environment**: means third party providers of any software that is used by the school for the purpose of managing its digital workspace and with which the Customer shares data using the Software.

(h) **Documentation:** any documentation or information made available to the Customer by MyLogin whether digitally or physically (including but not limited any such information provided online) which sets out a description of the Services (including the features for each product of the Service) and the user instructions for the Services, including support and help documents.

(i) **Effective Date:** the date of this Agreement.

(j) **Fees:** collectively the Subscription Fees or Support Fees (if any) payable by the Customer to either MyLogin or a MyLogin Partner as applicable.

(k) **Initial Term:** the initial term of this Agreement which shall be 12 months from the Effective Date (unless a different length term is otherwise agreed in writing between the parties).

(l) **Insolvency Event**: any one or more of the following events in any jurisdiction in relation to a party: making an application for a Company Voluntary Arrangement or Individual Voluntary Arrangement; the filing of a bankruptcy petition; the filing of a petition, making of an application, or passing of a resolution for the winding up of the party or for the appointment of an administrator, liquidator, receiver or trustee in bankruptcy of that party; the taking of any steps by any person to enforce any security over the assets of the party; any event analogous or which has an effect equivalent or similar to any of the foregoing.

(m) **Intellectual Property Rights:** patents, utility models, rights to inventions, copyright and related rights, trademarks and service marks, trade names and rights in domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, including all applications for (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.

(n) **Information**: the document or information (including any such information issued via the MyLogin platform or email or any other method used by MyLogin from time to time) issued by MyLogin to the Customer, and agreed by the Customer (such agreement will include the Customer's continued use of the related Services), detailing the scope of Services, Support Fees and/or Subscription Fees (if applicable), and other matters.

(o) **Live Date**: the date upon which the Customer is to have access to the Software and Services, from the date of successfully registering to use the Platform or otherwise agreed between MyLogin or a MyLogin Partner and the Customer.

(p) **MyLogin:** Wonde Limited trading as MyLogin, a company incorporated in England and Wales with company number 14160647.

(q) **MyLogin Device:** both the IDP and SSO functionality of MyLogin.

(r) **MyLogin Lite:** the single sign-on product of the MyLogin Software.

(s) **MyLogin Partner**: a third party service provider of MyLogin who a Customer may directly engage with to agree use of the MyLogin Services.

(t) **Renewal Period:** the period described in clause 12.1.

(u) **Services:** the subscription services and Software provided by MyLogin to the Customer (including either SSO or MyLogin Device or both products) under this Agreement via the MyLogin platform or such other platform, application or website as notified from time to time by MyLogin, as more particularly described in the Documentation.

(v) **SSO:** single sign-on.

(w) **Software:** the online software applications provided by MyLogin as part of the Services, with the functionality as described in the Information and Documentation.

(x) **Subscription Fees:** the subscription fees (if any) payable by the Customer to MyLogin or a MyLogin Partner for use of the Services.

(y) **Support Fees:** the support fees (if any) payable by the Customer to MyLogin or a MyLogin Partner for provision of the Support Services, as set out in the Information and subsequently varied in accordance with clause 8.2.

(z) **Subscription Term:** has the meaning given in clause 13.1 (being the Initial Term together with any subsequent Renewal Period(s)).

(aa) **Support Services:** any support services for the Services or Software (if any) provided to a Customer by MyLogin or directly to a Customer from a MyLogin Partner.

(bb) **TPAs:** applications provided by third party providers with which the Customer shares data using the MyLogin Software and Services.

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

1.2 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.

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

1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.5 A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this Agreement.

1.6 A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this Agreement under that statute or statutory provision.

1.7 A reference to **writing** or **written** includes email or through our platform but not fax.

1.8 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.

2. LICENCE

2.1 MyLogin hereby grants to the Customer a non-exclusive, non-transferable right and licence, without the right to grant sublicences, to permit the Authorised Users to use the Services during the Subscription Term solely for the Customer's internal operations.

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

(a) it will not allow or suffer an Authorised User Account to be used by more than one individual Authorised User; and

(b) each Authorised User shall keep a secure password for their Authorised User Account.

2.3 The Customer shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services that is unlawful, harmful, threatening, defamatory, discriminatory, obscene, infringing, harassing or racially or ethnically offensive, or otherwise illegal or causes damage or injury to any person or property.

2.4 The Customer shall not:

(a) use the Services, Software and/or Documentation to provide services to third parties (other than students and parents of students of the Customer); or

(b) subject to clause 14.7(a), license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services,

Software and/or Documentation available to any third party except the Authorised Users, or

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

(d) introduce or permit the introduction of, any Virus or other vulnerability into MyLogin's network and information systems.

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

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

3. SERVICES

3.1 MyLogin shall, during the Subscription Term, provide the Services to the Customer on and subject to the terms of this Agreement.

3.2 MyLogin may, if purchased by the Customer as part of the Services, provide the Customer with Support Services in accordance with any applicable Support Terms. MyLogin may update any Support Terms from time to time, or provide such Support Services through a MyLogin Partner at its discretion.

4. DATA PROTECTION

4.1 The terms of MyLogin's data processing agreement apply between MyLogin and the Customer. Such agreement will be entered into via the MyLogin platform or such other method as agreed from time to time.

4.2 MyLogin's privacy notice (as amended from time to time) applies to personal data collected by MyLogin. You agree to our privacy notice when on the MyLogin platform but you can also find our privacy notice on our website.

5. THIRD PARTY APPLICATIONS

5.1 The Services allow the Customer to connect with, and share data with TPAs.

5.2 Wonde makes no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, TPAs. Wonde does not endorse or approve any TPA which can be connected to via the Services.

5.3 Any contract entered into with a TPA provider, and any transaction completed via any TPA, is between the Customer and the relevant third party, and not Wonde.

5.4 The Customer must ensure that any TPA to which data is transferred using the Services is appropriate for the Customer's needs. The Customer is responsible for conducting its own due diligence on the data protection status and processes of each TPA and its provider with whom the Customer shares data using the Services. Wonde does not carry out any checks on the data protection procedures, or suitability, of TPAs and their providers.

5.5 The Customer is responsible for ensuring it only shares data with TPAs in respect of which it has a contract and data sharing agreement, even where that TPA is shown as accessible via the Software. The Customer is responsible for adding TPAs to the App Directory within the Software, and Wonde is not able to validate whether the TPA has been correctly added to the App Directory.

5.6 The Customer consents to MyLogin liaising with any TPA provider with which the Customer shares Customer Data, regarding the Customer's Authorised User Accounts and Customer Data for the purpose of providing the Services.

6. DIGITAL ENVIRONMENTS

6.1 The Services allow the Customer to connect with, and share data with a Digital Environment.

6.2 MyLogin makes no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, a Digital Environments. MyLogin does not endorse or approve any Digital Environment which can be connected to via the Services.

6.3 Any contract entered into with a Digital Environment, and any transaction completed via any Digital Environment, is between the Customer and the relevant third party, and not MyLogin.

6.4 The Customer must ensure that any Digital Environment to which data is transferred using the Services is appropriate for the Customer's needs. The Customer is responsible for conducting its own due diligence on the data protection status and processes of each Digital Environment and its provider with whom the Customer shares data using the Services. MyLogin does not carry out any checks on the data protection procedures, or suitability, of any Digital Environment and/or their providers.

6.5 The Customer is responsible for ensuring it only shares data with any Digital Environment in respect of which it has a contract and data sharing agreement, even where that Digital Environment is shown as accessible via the Software.

6.6 The Customer consents to MyLogin liaising with any Digital Environment with which the Customer shares Customer Data, regarding the Customer's accounts and Customer Data for the purpose of providing the Services.

7. MYLOGIN OBLIGATIONS

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

7.2 The undertaking at clause 7.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to MyLogin's instructions, or modification or alteration of the Services by any party other than MyLogin or MyLogin's duly authorised contractors or agents. If the Services do not conform with the foregoing undertaking, MyLogin 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 6.1.

7.3 MyLogin:

(a) does not warrant that:

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

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

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

(iv) the information contained in the Software or Documentation is accurate, up to date or complete;

(b) is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

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

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

7.6 MyLogin shall follow its archiving procedures for Customer Data and any such procedure may be amended by MyLogin at 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 against MyLogin shall be for MyLogin to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by MyLogin in accordance with its archiving procedure as at such time. MyLogin shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party (except those third parties sub-contracted by MyLogin to perform services related to Customer Data maintenance and back-up for which it shall remain fully liable).

8. CUSTOMER'S OBLIGATIONS

8.1 The Customer shall:

(a) provide MyLogin with:

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

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

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

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

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

(d) comply with, and ensure that the Authorised Users comply with, any terms of use for the MyLogin website or Software applicable from time to time;

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

(f) obtain and shall maintain all necessary licences, consents, and permissions necessary for MyLogin, its contractors and agents to perform their obligations under this Agreement, including without limitation the Services;

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

(h) to the extent permitted by law and except as otherwise expressly provided in this Agreement, be solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to MyLogin's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising

from or relating to the Customer's network connections or telecommunications links or caused by the internet.

8.2 The Customer must ensure that any user IDs, magic links, passwords, and other access credentials for your MyLogin Software account are kept strictly confidential and not shared with any unauthorised person. The Customer is responsible for any and all actions taken using yours and your users' accounts, passwords or access credentials. It is the Customer's responsibility to utilise and enable security features and measures recommended by MyLogin from time to time, and the Customer must notify MyLogin immediately of any breach, or suspected breach of security or unauthorised use of the Customer's MyLogin account.

8.3 The Customer shall own all right, title and interest in and to all of the Customer Data that is not personal data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Customer Data.

8.4 The Customer shall defend, indemnify and hold harmless MyLogin against claims, actions, proceedings, losses, liabilities, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Customer's breach of this Agreement or use of the Services and/or Documentation in breach of this Agreement.

9. CHARGES AND PAYMENT

9.1 Subject to clause 9.3, the Customer shall pay the Subscription Fees or Support Fees (if any) to MyLogin or a MyLogin Partner (as applicable) as follows (unless agreed otherwise in the Information or in writing between MyLogin and the Customer):

(a) the Subscription Fees shall be due on the later of the Live Date and the date at which MyLogin or a MyLogin Partner notifies you that you are liable for the Subscription Fees. MyLogin shall not be required to make the full Services available unless and until the Subscription Fees have been paid. Pursuant to clause 13.2, the Subscription Fees will relate to a 12 month period commencing at the date at which the Customer becomes liable for such amount;

(b) MyLogin or a MyLogin Partner shall issue an invoice for the Subscription Fees for each Renewal Period not more than 3 months before the commencement for that Renewal Period,

and the Subscription Fees shall be payable within 14 days of the date of the invoice; and

(c) all other Subscription Fees shall be due within 14 days of the date of an invoice from MyLogin.

9.2 Where the Customer has subscribed to MyLogin Lite, the Initial Term shall be free, and no Subscription Fees shall be payable. Following the Initial Term, Subscription Fees shall be payable.

9.3 MyLogin may vary the Subscription Fees for each Renewal Period by giving the Customer not less than 3 months notice of the variation (either directly or via a MyLogin Partner), unless agreed otherwise in the Information. Upon receipt of such notice, the Customer shall be entitled to object to the variation by giving a notice in writing within 10 Business Days of receipt of the notice of variation. Where the Customer gives such notice, the variation shall not apply, and this Agreement shall continue on the existing terms for the then Initial Term or Renewal Period but in this scenario, MyLogin shall be entitled to terminate this Agreement to take effect at the expiry of the next occurring Initial Term or Renewal Period (whichever applicable) notwithstanding the clause 13.1(a) requirement for 3 months' notice.

9.4 If MyLogin has not received payment of the relevant Subscription Fees by the due date, without prejudice to any other rights and remedies of MyLogin:

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

(b) interest shall accrue on a daily basis on such due amounts at an annual rate equal to 4% over the Bank of England base rate from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.

9.5 All amounts and Fees stated or referred to in this Agreement:

(a) shall be payable in pounds sterling;

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

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

9.6 MyLogin may on an annual basis with effect from each anniversary of the Effective Date increase the Subscription Fees in line with the Consumer Price Index in the preceding 12-month period.

10. PROPRIETARY RIGHTS

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

10.2 The Customer shall not:

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

(i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means; or

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

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

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

10.4 The Customer shall at all times have sufficient authority and consents to act or make decisions on behalf of any school (or any other relevant organisation) including but not limited to in respect of processing or transferring any personal data or in respect of any purchasing commitments.

11. CONFIDENTIALITY

11.1 Each party undertakes that it shall not at any time, disclose to any person any confidential information concerning the business, assets, affairs, staff, students, Authorised Users, Customer Data, clients or suppliers of the other party, except as permitted by Clause 11.2.

11.2 Each party may disclose the other party's confidential information:

(a) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Agreement. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this Clause 11; and

(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority. However, the disclosing party must promptly notify the other party of such disclosure requirement.

11.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.

12. LIMITATION OF LIABILITY

12.1 Except as expressly and specifically provided in this Agreement:

(a) the Customer assumes sole responsibility for use of the Services and the Documentation, and the transfer of Customer Data to third parties including but not limited to any Digital Environment, or TPA by the use of the Services. MyLogin shall have no liability for any damage caused by:

(i) the Customer using the Services;

(ii) any transfer of Customer Data using the Services, including any actual or alleged infringement of applicable data protection laws relating to sharing of Customer Data with a Digital Environment, or TPA providers;

(iii) errors or omissions in any information, instructions or scripts provided to MyLogin by the Customer in connection with the Services (including errors in Customer Data);

(iv) any actions taken by MyLogin at the Customer's direction;

(v) any errors or omissions in any information contained within the Documentation or the Software;

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

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

12.2 Nothing in this Agreement excludes the liability of MyLogin:

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

(b) for fraud or fraudulent misrepresentation.

12.3 Subject to clause 12.1 and clause 12.2:

(a) MyLogin shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any:

(i) direct losses comprising loss of profits, loss of business, loss of expenses, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss; or

(ii) for any special, indirect or consequential loss, costs, damages, charges or expenses,

in each case however arising under this Agreement or in connection with the provision of the Services; and

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

12.4 The Customer agrees the limitations of liability in this clause 12 are reasonable.

12.5 Nothing in this Agreement excludes the liability of the Customer for any breach, infringement or misappropriation of MyLogin's intellectual property rights.

13. TERM AND TERMINATION

13.1 This Agreement shall, unless otherwise terminated as provided in this clause 13, commence on the Effective Date and shall continue for the Initial Term and, thereafter, this Agreement shall automatically renew for successive periods of 12 months and such renewal period will commence either at the expiry of the Initial Term or, in accordance with clause 13.2, at the date at which the Customer becomes liable for Subscription Fees (if applicable) (each a **Renewal Period**), unless:

(a) either party notifies the other party of termination, in writing, at least 3 months before the end of the Initial Term or any Renewal Period, in which case this Agreement shall terminate upon the expiry of the applicable Initial Term or Renewal Period; or

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

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

13.2 In accordance with clause 9, if the Customer becomes liable for Subscription Fees either during the Initial Term or any subsequent Renewal Period then at such point, unless a new licence

agreement is entered into between the parties, the Renewal Period will restart its 12 month period at such point notwithstanding if it is part way through such Initial Term or Renewal Period (whichever is relevant at that date).

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

(a) the other party fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 10 Business Days after being notified in writing to make such payment;

(b) the other party commits a material breach of any other term of this Agreement and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;

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

(d) the other party is subject to an Insolvency Event; or

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

13.4 For the purposes of clause 13.3(b), a **material breach** shall include any breach of clause 10.2 (*Proprietary Rights*).

13.5 On termination of this Agreement for any reason:

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

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

(c) any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the

Agreement which existed at or before the date of termination shall not be affected or prejudiced.

14. FORCE MAJEURE

14.1 Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control (provided that this shall not apply to any obligation of the Customer to pay the Subscription Fees or other sums due under this Agreement). The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for 12 weeks, the party not affected may terminate this Agreement by giving 30 days' written notice to the affected party.

15. GENERAL

15.1 **Authority**: the Customer shall ensure that any person approving this Agreement or any other document or terms relating to the Services, has authority to enter into the Agreement, document or terms on behalf of the Customer. MyLogin is entitled to rely upon such person having sufficient authority to bind the Customer, and shall not be required to otherwise confirm or validate the authority of any such person.

15.2 **Conflict**: If there is an inconsistency between any of the provisions in this Agreement and the Information, the provisions in the Information shall prevail.

15.3 **Variation**:

(a) Subject to clause (b), no variation of this Agreement shall be effective unless it is in writing and agreed by the parties (or their authorised representatives).

(b) MyLogin may vary the terms of this Agreement at any time by giving not less than 1 months' notice to the Customer, either directly or via a MyLogin Partner. Upon receipt of such notice, the Customer shall be entitled to object to the variation by giving a notice in writing within 10 Business Days of receipt of the notice of variation. Where the Customer gives such notice, the variation shall not apply, and this Agreement shall continue on the existing terms for the then current Initial Term

or Renewal Period (unless agreed otherwise in writing between MyLogin and the Customer).

15.4 **Waiver**

(a) 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.

(b) 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.

15.5 **Severance:** If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.

15.6 **Entire agreement**

(a) This Agreement, and the other agreements referred to in it, constitute 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.

(b) Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.

(c) Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

(d) Nothing in this clause shall limit or exclude any liability for fraud.

15.7 **Assignment**

(a) Except as set out in clause 15.7(b) below, neither the Customer nor MyLogin shall, without the prior written consent of the other, assign, novate, transfer, charge, sub-contract or

deal in any other manner with all or any of its rights or obligations under this Agreement.

(b) MyLogin may at any time assign, transfer, charge, novate, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement to any member of its Group. For these purposes, **Group** shall mean any subsidiary undertaking of Wonde, parent undertaking of Wonde Ltd, or subsidiary undertaking of such parent undertaking (as those terms are defined in s1161 & 1162 Companies Act 2006).

15.8 **No partnership or agency:** Nothing in this Agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other.

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

15.10 **Notices**

(a) Any notice given to a party under or in connection with this Agreement shall be in writing and shall be:

(i) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company or corporate body) or its principal place of business (in any other case); or

(ii) sent by email to the addresses for service given in the Proposal Information.

(b) Any notice shall be deemed to have been received:

(i) if delivered by hand, at the time the notice is left at the proper address;

(ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or

(iii) if sent by email, at the time of transmission.

(c) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

15.11 **Governing law and Jurisdiction**

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

(b) Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).