

Lone Star Analysis Ltd
Standard Terms for the Supply of Goods and Services

1. INTERPRETATION

1.1 Definitions to apply in these Standard Terms:

Agreed Form	: means in the form agreed by the Parties and initialled by their respective Authorised Representatives.				the Services as set out in the Order Confirmation.
Applicable Laws	: all applicable laws, statutes and regulations (including local authority regulations) from time to time in force in England and Wales.	Foreground Deliverables	:	all reports, documents, models, graphical representations and materials developed by the Supplier or its agents, subcontractors and personnel for the benefit of the Customer and which the Supplier is to supply as part of the Services in any form, including without limitation data, reports and specifications, but specifically excluding the Supplier Background Materials.	
Authorised Representative	: those individuals identified in the Order Confirmation as being the Parties' respective duly authorised representatives	Goods	:	the goods to be supplied by the Supplier to the Customer as more fully set out in the Order Confirmation.	
Business Day	: a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.	Implied Terms	:	means all clauses, warranties and other terms (including Customer purchase terms provided before or after the commencement of the Contract) which are not set out in the these Standard Terms and might have effect between the Parties or be implied or incorporated into the Contract or any collateral contract whether by trade, custom, course of dealing, law or otherwise, including any implied clauses, warranties or other terms as to satisfactory quality or fitness for purpose or that the use of any Services will be uninterrupted or error-free, to include but not be limited to sections 3, 4 and 5 of the Supply of Goods and Services Act 1982.	
Business Hours	: between 9am and 5:00pm Monday to Friday but excluding public or bank holidays.				
Carrier	: a third-party carrier nominated by the Supplier.	Intellectual Property Rights	:	all patents, rights to inventions, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, technical data or drawings, rights in computer software, database rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.	
Contract	: means the agreement between the Supplier and the Customer and constituted by (i) the Order Confirmation, (ii) these Standard Terms and (iii) the Security Conditions (if any), entered into by and between the Supplier and the Customer for the supply of the Goods and/or the Services.	IPR Claim	:	means a claim by a Third Party alleging that the Customer's use of the Foreground Deliverables and/or the Software in accordance with the Contract infringes the IPR of such Third Party.	
Controller, processor, data subject, personal data, personal data breach, processing	: as defined in the Data Protection Legislation.	Licence Agreement	:	a written licence agreement in the Agreed Form with either or both of the Supplier and/or a Third Party (as applicable), further details of which are set out in the Order Confirmation.	
CPI	: means the consumer prices index in the United Kingdom as published from time to time by the Office for National Statistics.	Loss	:	means all and any liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses), loss of profit, loss of business reputation, all interest, penalties, fines, awards and legal costs (calculated on a full indemnity basis) and expenses.	
Currency	: UK Pounds Sterling or such other currency as set out in the Order Confirmation.	Order Confirmation	:	the confirmed order for the sale and supply of the Goods and/or Services issued by the Supplier, setting out full details of the	
Customer	: the person, firm or company (details of which are set out in the Order Confirmation) who directly purchases Goods and/or Services from the Supplier.				
Customer Background Materials	: means the Customer's documents, information, content and/or materials owned or controlled by the Customer (including without limitation computer programs, data, reports and specifications) supplied by the Customer or its agents for processing and which the Supplier reasonably requests of the Customer in order to perform its obligations and exercise its rights under the Contract.				
Data Protection Legislation	: the UK Data Protection Legislation and any other applicable European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a Party relating to the use of personal data (including, without limitation, the privacy of electronic communications).				
Delivery / Delivered	: means physical delivery of the Goods to the Customer at the Delivery Point.				
Delivery Point	: the place, delivery agent or Carrier specified in the Order Confirmation.				
Fee	: the fee to be charged by the Supplier and to be paid by the Customer for the sale and supply of the Goods and/or the provision of				

Lone Star Analysis Ltd
Standard Terms for the Supply of Goods and Services

	Goods and/or the Services to be supplied pursuant to a Contract.	1.2	A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.
Parties	: the Customer and the Supplier (and each being a 'Party').	1.3	Clause headings do not affect the interpretation of these Standard Terms.
Security Conditions	: means the content of an Agreed Form security aspects letter, and/or the defence conditions schedule more fully described in the Order Confirmation, copies of which are appended to the Order Confirmation.	1.4	A reference to "writing" or "written" includes email but not fax.
Services	: tech-enabled analytic services specializing in predictive and prescriptive analytics and operational optimization and/or such other services to be supplied by the Supplier as more fully set out in the Order Confirmation to include but not limited to the supply of the Foreground Deliverables.	2. CONTRACTING PROCESS	
Software	: the software system (if any) described in the Order Confirmation.	2.1	A Contract shall be subject only to the provisions of these Standard Terms as read with the Order Confirmation and the Security Conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Customer purports to apply under any purchase order, confirmation of order, specification or other document, whether communicated to the Supplier before or after the date on which the Customer executes the Order Confirmation).
Supplier	: Lone Star Analysis Ltd a private limited company registered according to the laws of England and Wales with company registration number 13046439 and registered office address at Units 0.01 & 0.02 The Alchemy Building Phase II, Lincoln Science And Innovation Park, Poplar Avenue, Lincoln, United Kingdom, LN6 7DJ	2.2	By signing and returning the Order Confirmation to the Supplier, the Customer shall be taken to have offered to purchase the Goods and/or the Services from the Supplier on the terms set out in the Contract.
Supplier Background Materials	: means all information, materials, equipment, documents and other property owned or controlled by the Supplier (including but not limited to any goods, services, software object code and source code, artificial intelligence functionality, data or information provided and/or created by or on behalf of the Supplier) and used by the Supplier for the purpose of and/or in connection with the provision of a Services or the performance of any of its obligations under the Contract.	2.3	The Supplier shall communicate acceptance of the Customer's offer referred to in clause 2.2 above by signing and delivering the Order Confirmation to the Customer. Until the Supplier has communicated such acceptance to the Customer no Contract shall be taken to have come into being.
Standard Terms	: these standard terms for the sale and supply of the Goods and/or the Services.	2.4	In the event of any conflict between the documents which constitute the Contract, the document named first in the list below will supersede and take priority over those listed after: 2.4.1 Order Confirmation; 2.4.2 these Standard Terms; and 2.4.3 the Security Conditions.
Term	: means the term of the licence referred to in clause 11.2 as set out in the Order Confirmation.	2.5	If a Customer accepts Delivery of the Goods and/or the provision of the Services or uses the Goods and/or Services, then the Customer shall be bound by the provisions of the Contract.
Third Party	: means a legal entity which is not the Parties.	2.6	Any variation to these Standard Terms and any representations made in respect of the Goods and/or Services shall have no effect unless expressly agreed and written and signed by an Authorised Representative of each Party.
Third Party Materials	: means any materials, content, software and/or services owned and/or provided by a Third Party and which are used in or form part of the Software, the Services and/or deliverables provided by the Supplier.	2.7	The Contract constitutes the Parties' entire agreement relating to its subject matter. The Customer agrees that it has not relied on and that the Supplier shall not be liable for any pre-contractual representation, and/or any statement, promise, warranty or representation not set out in the Contract (including but not limited to those made or given by or on behalf of the Supplier, such as sales proposals, quotations, prices, statements, representations, descriptions or illustrations contained in quotations, sales and marketing material, catalogues, publicity material and/or the Supplier's website, all of which are only intended to convey only a general idea of the Goods and/or Services mentioned). Nothing in this clause 2.7 shall exclude or limit the Supplier's liability for fraudulent misrepresentation.
UK Data Protection Legislation	: all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.	2.8	The Supplier may at its sole and absolute discretion be entitled to amend any quotation, fee or price list relevant to the Goods and/or the Services before a Contract has come into being, with that revised quotation, fee or price confirmed in the Order Confirmation.
UK GDPR	: has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.	2.9	Any typographical, clerical or other error or omission in any Contract shall be subject to correction at the sole discretion of the Supplier without any liability on the part of the Supplier.
VAT	: value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement or additional tax.	2.10	No Contract may be cancelled by the Customer without the prior written consent of the Supplier. The Supplier reserves the right to charge the Customer for all Losses incurred by the Supplier as a consequence of any cancelled Contract.
		3. DELIVERY OF GOODS	
		3.1	The quantity, description and price of the Goods shall be as set out in the signed Order Confirmation.
		3.2	Delivery shall take place during Business Hours at the Delivery Point.

Lone Star Analysis Ltd
Standard Terms for the Supply of Goods and Services

- 3.3 The Supplier shall ensure that each Delivery of the Goods is accompanied by a delivery note which shows the date of the order, the type and quantity of the Goods, special storage instructions (if any) and, if the Order is being delivered by instalments, the outstanding balance of Goods remaining to be Delivered.
- 3.4 Subject to clause 3.14 or unless otherwise agreed in writing between the Parties, Delivery of the Goods by the Supplier shall be completed when the Goods arrive at the Delivery Point, after the Goods are unloaded.
- 3.5 Any dates quoted for Delivery of the Goods are approximate only, and the time of Delivery is not of the essence.
- 3.6 If the Supplier fails to Deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the Fee for the Goods. The Supplier shall have no liability for any failure to Deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate Delivery instructions for the Goods or any relevant instruction related to the supply of the Goods or safe access to the Delivery Point or the Customer fails to comply with any of its obligations under this clause 3.
- 3.7 The Supplier may use a Carrier to deliver the Goods to the Delivery Point and the Customer acknowledges and accepts that the Supplier shall have no liability for any delay in the delivery of the Goods which is caused partially or fully by the Carrier.
- 3.8 The Customer must provide the Supplier and/or the Carrier safe access onto the site at the Delivery Point to deliver the Goods, (including safe access between the public highway and the actual Delivery Point).
- 3.9 If the Customer fails to accept Delivery of the Goods within three Business Days of the Supplier notifying the Customer that the Goods are ready, then except where such failure or delay is caused by the Supplier's failure to comply with its obligations under these Standard Terms in respect of the Goods:
- 3.9.1 Delivery of the Goods shall be deemed to have been completed at 9.00am on the third Business Day following the day on which the Supplier notified the Customer that the Goods were ready for Delivery; and
- 3.9.2 the Supplier shall store the Goods until actual Delivery takes place and charge the Customer for all related costs and expenses (including insurance).
- 3.10 If ten (10) Business Days after the Supplier notified the Customer that the Goods were ready for Delivery the Customer has not taken delivery of them, the Supplier may resell or otherwise dispose of all or part of the Goods.
- 3.11 The Supplier may deliver the Goods by instalments. Any delay in Delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.
- 3.12 The Customer is responsible for complying with all Applicable Laws, and for obtaining all licences, permissions, consents and/or permits for, relevant to the Delivery of the Goods to the Delivery Point and the unloading of the Goods.
- 3.13 If the Customer wishes to change the Delivery Point and/or the delivery date, it must advise the Supplier no later than seven (7) days prior to the date on which the Goods are to be dispatched. The Customer shall be responsible for any costs, including storage and/or transport costs, associated with the change to the Delivery Point and/or the delivery date.
- 3.14 The Customer may choose to collect the Goods from the premises specified by the Supplier in writing within three (3) Business Days of the Supplier notifying the Customer that the Goods are ready for collection. Under this clause 3.14, the Goods are supplied by the Supplier on an 'ex-works' basis (as defined in the International Chamber of Commerce Incoterms 2020) and delivery of the Goods shall occur when the Supplier makes the Goods available for collection by the Customer at the Supplier's premises.

4. GOODS – TITLE AND RISK

- 4.1 The risk in the Goods shall pass to the Customer on completion of Delivery.
- 4.2 Title to the Goods shall not pass to the Customer until the Supplier receives payment in full (in cleared funds) for the Goods.
- 4.3 Until title to the Goods has passed to the Customer, the Customer shall:
- 4.3.1 store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;
- 4.3.2 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on the Supplier's behalf from the date of Delivery;
- 4.3.3 notify the Supplier immediately if it becomes subject to any of the events listed in clauses 14.2.2 to clause 14.2.8.
- 4.4 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clauses 14.2.3 to clause 14.2.8, then, without limiting any other right or remedy the Supplier may have, the Supplier may at any time:
- 4.4.1 require the Customer to deliver up all Goods in its possession; and
- 4.4.2 if the Customer fails to do so promptly, enter any premises of the Customer to recover them.

5. THE SERVICES

- 5.1 The Supplier shall use reasonable endeavours to provide the Services in all material respects in accordance with the Order Confirmation.
- 5.2 Any dates for the provision of the Services shall be estimates only and the time for the provision of the Services shall not be of the essence.
- 5.3 The Supplier reserves the right to engage any Supplier approved sub-contractor to fulfil the Services on the Supplier's behalf. The Supplier shall have the sole discretion to approve a sub-contractor.
- 5.4 The Supplier reserves the right on notice to the Customer to amend the signed Order Confirmation, if necessary, to comply with any Applicable Law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services.
- 5.5 The Customer shall:
- 5.5.1 ensure that the terms of the Order Confirmation are complete and accurate;
- 5.5.2 co-operate with the Supplier in all matters relating to the Services;
- 5.5.3 appoint an Authorised Representative in respect of the Services to be performed, such person as identified in the signed Order Confirmation. That person shall have authority to contractually bind the Customer on all matters relating to the relevant Services;
- 5.5.4 provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
- 5.5.5 provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as may reasonably be required by the Supplier to provide the Services;
- 5.5.6 obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start; and
- 5.5.7 keep all Supplier Background Materials at the Customer's premises in safe custody at its own risk, maintain the Supplier Background Materials in good condition until returned to the Supplier, and not dispose of or use the Supplier Background Materials other than in accordance with the Supplier's written instructions or authorisation.

Lone Star Analysis Ltd
Standard Terms for the Supply of Goods and Services

5.6 If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation ("**Customer Default**") then without limiting or affecting any other right or remedy available to it:

5.6.1 the Supplier shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;

5.6.2 the Supplier shall not be liable for any Loss sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 5; and

5.6.3 the Customer shall promptly reimburse the Supplier on written demand for any Loss sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

6. CHANGE OF SCOPE

6.1 If the Customer wishes to change the scope or execution of the Services and/or the Goods ("Change"), it shall submit details of the requested Change to the Supplier who shall, subject to clause 6.3, within a reasonable time, provide a written estimate to the Customer of:

6.1.1 the likely time required to implement the Change;

6.1.2 any necessary variations to the Supplier's Fees arising from the Change; and

6.1.3 any other impact of the change on the Contract, including Delivery times.

6.2 Subject to clause 6.3, neither Party shall have any obligation with respect to any prospective Change unless and until the Parties have agreed in writing (in accordance with clause 2.6) the necessary variations to the Fees, the Services, the Goods and any other relevant terms of the Contract to take account of the Change ("Change Order").

6.3 The Seller reserves the right to charge the Customer a reasonable Fee for the preparation of the written estimate referred to in in clause 6.1, which Fee the Customer will be required to agree to before the Supplier is obligated to provide the written estimate and which the Customer shall be required to pay irrespective of whether the Change Order is agreed and signed by the Parties.

6.4 Notwithstanding clause 6.2, the Supplier may on notice to the Customer cancel the Contract or change the Services or the Goods or increase its Fees for the Services or the Goods in order to comply with any Applicable Laws.

7. FEES & PAYMENT

7.1 The Supplier shall be entitled to raise its invoice for the Fees in accordance with the provisions of the Order Confirmation. The Customer shall settle the Supplier's invoice within 30 days of the date of the Supplier's invoice in full and in cleared funds to a bank account nominated in writing by the Supplier.

7.2 The Supplier reserves the right to increase the Fee for the Goods and /or the Services on an annual basis and in line with increases in the CPI or where:

7.2.1 the Customer requests any variation to the Goods and/or Services;

7.2.2 any factor beyond the control of the Supplier occurs (including without limitation foreign exchange fluctuations, increases in taxes and duties, and / or increases in labour costs); or

7.2.3 any delay is caused by the instructions of the Customer in respect of the Goods and/or the Services or a failure of the Customer to give the Supplier adequate or accurate information or instructions in respect of the Goods and/or the Services.

7.3 All Fees payable under these Standard Terms are exclusive of any VAT (if applicable) which shall be chargeable on the supplies. The Customer shall pay the VAT at the same time as payment is made for the supply of the Goods and/or the Services.

7.4 All taxes, charges, levies, assessments and other fees of any kind imposed on the purchase of the Goods and/or Services and the Delivery thereof under these Standard Terms shall be the responsibility of, and for the account of, the Customer.

7.5 The Customer shall pay the Fees without deduction, set off, counterclaim, discount, abatement or withholding whatsoever in the Currency in full in the time period specified at clause 7.1 above. Payment shall be made in cleared funds to a bank account nominated in writing by the Supplier.

7.6 The time for payment of the Fees shall be of the essence of the Contract.

7.7 The Supplier reserves the right at its sole discretion to terminate the Contract on written notice to the Customer or to withhold all Delivery of the Goods or to suspend or terminate the provision of all Services if the Customer fails to pay a Fee on the due date for payment and upon such suspension or termination, the full unpaid balance of the Fee shall immediately fall due for payment.

7.8 Interest on late payments shall be charged by the Supplier at the rate of 4% above the base lending rate from time to time of the Bank of England, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgement.

7.9 The Customer agrees to hold the Supplier fully indemnified for all Losses incurred by the Supplier and which arise in the collection of any Fees due by the Customer under the Contract.

7.10 All invoices shall be addressed to the Customer's address as set out in the Order Confirmation and may be sent in pdf format by electronic mail.

7.11 The Supplier may, without prejudice to any other rights it may have, set off any liability of the Customer to the Supplier against any liability of the Supplier to the Customer.

8. WARRANTY & IPR INDEMNITY

8.1 Subject to clauses 8.2 to 8.5 (inclusive) and clause 9 below, the Supplier warrants that on Delivery, the Goods will:

8.1.1 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979);

8.1.2 be free from material defects in design, material and workmanship; and

8.1.3 will perform substantially in accordance with the specification and functionality as set out in the Order Confirmation,

and that all Services will be carried out with reasonable care and skill by personnel whose qualifications and experience will be appropriate for the tasks to which they are allocated.

8.2 Subject to clause 8.3, the Supplier shall, at its option, repair or replace any defective Goods or refund the Fee paid for the defective Goods in full if:

8.2.1 the Customer gives notice in writing to the Supplier within fourteen (14) days of Delivery that the Goods do not comply with the warranty set out in clause 8.1;

8.2.2 the Supplier is given a reasonable opportunity of examining such Goods; and/or

8.2.3 the Customer (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business at the Customer's cost.

8.3 The Supplier shall not be liable for the Goods' failure to comply with the warranty in clause 8.1 if:

8.3.1 the Customer fails to give the written notice in accordance with clause 8.2 or the Customer makes further use of the Goods after giving the written notice;

8.3.2 the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice;

Lone Star Analysis Ltd
Standard Terms for the Supply of Goods and Services

- 8.3.3 the Customer alters or repairs such Goods without the written consent of the Supplier;
- 8.3.4 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions; or
- 8.3.5 the Goods differ from their description as a result of changes made to ensure they comply with Applicable Law.
- 8.4 Except as provided in clause 8.2, the Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 8.1.
- 8.5 The Customer agrees to inspect the Goods immediately upon Delivery being completed.
- 8.6 The provisions of this clause 8 shall apply to any repaired or replacement Goods supplied by the Supplier.
- 8.7 Subject to the Customer complying with clause 8.8, the Supplier shall indemnify the Customer against any credible IPR Claim. An IPR Claim is considered credible if it is made by a Third Party, made in writing, and, upon reasonable legal review, determined to be valid, substantiated and have a non-trivial probability of succeeding in court. If a credible IPR Claim arises, or the Supplier thinks it advantageous to do so, the Supplier shall, at its sole option and expense, either (i) procure for the Customer the right to continue using the Foreground Deliverables and/or Software (as applicable); or (ii) replace or modify the Foreground Deliverables and/or Software (as appropriate), or (iii) replace the Foreground Deliverables and/or Software with a functionally equivalent service; or (iv) terminate the Contract and refund the Fees paid by the Customer and which cover the preceding three (3) months prior to the credible IPR Claim. To the fullest extent permitted under Applicable Laws, this clause 8.7 constitutes the sole and exclusive remedy available to the Customer in relation to any credible IPR Claim.
- 8.8 Where a Party has an obligation to indemnify the other Party under these Standard Terms, the following procedure must apply: (i) upon obtaining knowledge of any claim or allegation that could give rise to the obligation to indemnify, the indemnified Party shall notify the other Party of any such claim or allegation promptly and in any case within fourteen (14) calendar days of receiving the claim, although failure to provide such notice will only relieve the indemnifying Party of its indemnification obligation to the extent that it prejudices its defence of the claim; (ii) the indemnifying Party has (at its sole cost and expense) the sole right to control and direct the defence and/or settlement of any such claim, including without limitation the sole right to select and appoint legal counsel; (iii) the indemnified Party shall make no admissions without the other Party's prior written consent; and (iv) the indemnified Party shall not make or agree to any settlement without the indemnified Party's consent.

9. LIMITATION OF LIABILITY

THE CUSTOMER'S ATTENTION IS SPECIFICALLY DRAWN TO THE PROVISIONS OF THIS CLAUSE 9.

- 9.1 This clause 9 sets out the entire financial liability of the Supplier (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:
- 9.1.1 any breach by the Supplier of any terms or provision of the Contract;
- 9.1.2 any use made by the Customer of the Goods and/or the Services and/or any part of them; and
- 9.1.3 any representation, statement or tortious act or omission (including negligence) arising under or in connection with a Contract.
- 9.2 Nothing in these Standard Terms shall be construed as limiting or excluding the liability of the Supplier:
- 9.2.1 for death or personal injury resulting from negligence; or
- 9.2.2 for any damage or liability incurred by the Customer as a result of fraud (including a fraudulent misrepresentation by the Supplier); or

- 9.2.3 for any other liability which by Applicable Law it is not possible to exclude or limit.

- 9.3 Subject to clause 9.2, the Supplier shall not be liable to the Customer or to any end user whatsoever for any loss of profits, loss of business, depletion of goodwill, loss of anticipated savings, loss of contract or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses which may be suffered by the Customer in consequence of these Standard Terms or any Contract.

- 9.4 Except as expressly set out in these Standard Terms:

- 9.4.1 the Supplier excludes to the fullest extent permitted by Applicable Law all Implied Terms and all and any precontractual misrepresentations; and
- 9.4.2 the Supplier's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of the Contract shall be for direct costs and damages only (whether in the form of the additional cost of remedial services or otherwise) and shall be limited to a sum equivalent to the lesser of (i) the aggregate Fees paid to the Supplier by the Customer for the Goods and/or Services that are the subject of the claim and (ii) the upper limit of the Supplier's professional indemnity insurance cover for such liability.

10. CUSTOMER'S OBLIGATIONS

- 10.1 The Customer warrants to the Supplier that:
- 10.1.1 it shall not use the Goods and/or the Services for any improper or unlawful purpose;
- 10.1.2 it shall comply in all material respects with all Applicable Laws, byelaws, regulations and codes of conduct (whether statutory or otherwise) of the United Kingdom and any other jurisdiction where the Goods and/or the Services are to be used; and
- 10.1.3 it has acquired and holds all necessary licences, permissions and consents required for the installation, carrying on of and use of the Goods and/or the Services.
- 10.2 The Customer shall provide the Supplier, in a timely manner and at no charge, access to the Customer Background Materials, facilities and such information as the Supplier may reasonably require and ensure that it is accurate in all material respects.
- 10.3 If the Supplier's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Customer or its representatives, the Supplier shall: (i) not be liable for any Losses sustained or incurred by the Customer that arise directly or indirectly from such prevention or delay; (ii) be entitled to payment the Fees despite any such prevention or delay; and (iii) be entitled to recover from the Customer any Losses that the Supplier sustains or incurs that arise directly or indirectly from such prevention or delay.

11. INTELLECTUAL PROPERTY RIGHTS

- 11.1 The Customer acknowledges and agrees that all and any Intellectual Property Rights in and to the Software, the Supplier Background Materials and any Third Party Materials belong exclusively to the Supplier or its licensors (as the case may be), and the Customer shall have no rights whatsoever (including without limitation any right of ownership) thereto other than the right to use them as permitted in accordance with the terms of the Contract.
- 11.2 In consideration of the payment by the Customer of the Fees, and subject to clause 11.7, the Supplier grants to the Customer a non-exclusive, non-transferable licence to use the Software and the Third Party Materials for the duration of the Term only, and solely for the Customer's own internal business operations and subject to any further licence metrics and/or restrictions as set out in the Order Confirmation.

Lone Star Analysis Ltd
Standard Terms for the Supply of Goods and Services

- 11.3 The Software may be supplied via a 'software as a service' platform, where the Customer is given permission to log onto a software as a service solution or a hosted solution through a URL using a user ID and password (or such other authentication system as may be used from time to time) via a browser stipulated from time to time by the Supplier. In such a case:
- 11.3.1 the Customer is solely responsible for obtaining and maintaining at its own expense, all compatible systems and equipment needed to access the relevant Software including internet access;
- 11.3.2 the Supplier shall have the right to monitor the Customer's use of the Service and/or compliance with this clause 11; and
- 11.3.3 the Supplier may suspend the Customer's right of access to the Software without notice and without any liability to the Customer if: (i) the Service is being used in breach of the Contract (including without limitation failure to pay any Fees); (ii) there is a breach of security and the Supplier reasonably believes that the suspension of the Service is necessary to protect any network; (iii) due to emergency downtime events; or (iv) if required by any Applicable Law.
- 11.4 The Customer may not copy, modify, adapt, translate, reverse engineer, decompile, duplicate, disassemble, trace or otherwise analyse the Software, the Supplier Background Materials, the Third Party Materials and/or their content, operation, or functionality nor create derivative works based thereon without the prior written consent of the Supplier.
- 11.5 The Customer may not sublicense, lease, sell, distribute, assign, transfer, mortgage, charge, part with possession, or in any way deal with any of its rights, duties, or obligations under the Contract or related to the Software the Supplier Background Materials and /or the Third Party Materials without the prior written consent of the Supplier.
- 11.6 At the end of the Term, and unless otherwise agreed by the Parties in writing, all the Customer's rights (including the licence granted under this clause 11) to use the Software and the Third Party Materials shall end and the Customer undertakes to cease all and any use of that Software and Third Party Materials forthwith at the end of the Term.
- 11.7 The grant of licence referred to in clause 11.2 may be subject to the requirement that the Customer enter into a Licence Agreement, and this requirement shall be confirmed in the Order Confirmation.
- 11.8 The Customer shall retain the Intellectual Property Rights in the Customer Background Materials (unless the Customer expressly indicates otherwise in writing).
- 11.9 The Customer grants the Supplier a non-exclusive, royalty-free, irrevocable non-transferrable licence for the duration of the Term to use (which shall include the right to copy and modify) the Customer Background Materials for the purpose of providing the Services, performing its obligations and exercising its rights under the Contract.
- 11.10 The Customer warrants that the receipt and use in the performance of the Contract by the Supplier, its agents, subcontractors or consultants of the Customer Background Materials shall not infringe the rights, including any Intellectual Property Rights, of any third party.
- 11.11 The Customer hereby indemnifies the Supplier against all Losses suffered or incurred or paid by the Supplier arising out of or in connection with any claim brought against the Supplier, its agents, subcontractors or consultants for actual or alleged infringement of a third party's Intellectual Property Rights, arising out of, or in connection with, the receipt or use in the performance of the Contract, of any Customer Background Materials.
- 11.12 Unless otherwise set out in the Order Confirmation, or unless otherwise agreed in writing by the Parties, the Intellectual Property Rights in the Foreground Deliverables shall be owned by the Customer.

12. CONFIDENTIALITY

- 12.1 Each Party undertakes that it shall not at any time during the term of the Contract, and for a period of five years after termination of the Contract, disclose to any person any proprietary and/or confidential information concerning the business, affairs, products, services, customers, clients or suppliers of the other Party (including without limitation in the case of the Customer, the Supplier Background Materials and Third Party Materials) except as permitted by clause 12.2.
- 12.2 Each Party may disclose the other Party's confidential information:
- 12.2.1 to its employees, officers, representatives 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 the Contract. Each Party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other Party's confidential information comply with this clause 12; and
- 12.2.2 as may be required by Applicable Law, a court of competent jurisdiction or any governmental or regulatory authority.
- 12.3 No Party shall use the other Party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

13. DEFAULT BY CUSTOMER

The Customer shall pay to the Supplier, on demand, all Losses sustained or incurred by the Supplier (including any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) arising directly or indirectly from the Customer's fraud, negligence, failure to perform or delay in the performance of any of its obligations under the Contract, subject to the Supplier confirming such Losses to the Customer in writing.

14. TERMINATION

- 14.1 If the Contract is terminated all Services listed in the Order Confirmation (if applicable) and the licence referred to in clause 11.2 shall also terminate.
- 14.2 Without prejudice to any other rights or remedies it may have, either Party may terminate or suspend a Contract without liability to the other Party immediately on giving written notice to the other Party if:
- 14.2.1 the other Party commits a material breach of any of the terms of the Contract and (if such a breach is remediable) fails to remedy that breach within thirty (30) days of that Party being notified in writing of the breach; or
- 14.2.2 the other Party fails to pay any sum due under these Standard Terms or a under a Contract on the due date for payment and that Party remains in default not less than five (5) days after being notified in writing to make such payment; or
- 14.2.3 an order is made or a resolution is passed for the winding up or bankruptcy of the other Party, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up or bankruptcy order of the other Party; or
- 14.2.4 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 the directors of the other Party or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986); or
- 14.2.5 a receiver is appointed of any of the other Party's assets or undertaking, or circumstances arise which entitle a

Lone Star Analysis Ltd
Standard Terms for the Supply of Goods and Services

- 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
- 14.2.6 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
- 14.2.7 the other Party ceases, or threatens to cease, to trade; or
- 14.2.8 the other Party takes or suffers any similar or analogous action in any jurisdiction in consequence of debt.
- 14.3 Without affecting any other right or remedy available to it, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if there is a change of control of the Customer (as defined in section 574 of the Capital Allowances Act 2001).
- 14.4 For the purposes of clause 14.2.1, a "material breach" shall include but shall not be limited to a breach by the Customer of any of clauses 7, 11, 12, 13, 17 and 19.
- 14.5 On termination of the Contract for any reason:
- 14.5.1 the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Goods and/or Services supplied but for which no invoice has been submitted, the Supplier may submit an invoice, which shall be payable immediately on receipt;
- 14.5.2 the Customer shall, within a reasonable time, return all Goods and Supplier Background Materials owned by the Supplier. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of such Goods and Supplier Background Materials. Until such Goods and Supplier Background Materials have been returned or repossessed, the Customer shall be solely responsible for their safe keeping;
- 14.5.3 the following clauses shall continue in force: clause 1 (Interpretation), clause 9 (Limitation of Liability), clause 11 (Intellectual Property Rights), clause 12 (Confidentiality), clause 14 (Termination) and clause 20 (General); and
- 14.5.4 the accrued rights of the Supplier shall, notwithstanding any specific provision of these Standard Terms, survive the termination of the Contract.
- 15. FORCE MAJEURE**
- 15.1 The Supplier shall not be in breach of a Contract or these Standard Terms or otherwise be liable for any failure or delay in the performance of its obligations if it is prevented from, hindered or delayed in performing any of its obligations under a Contract or from carrying on its business by circumstances, acts, events, omissions or accidents beyond its reasonable control, including, without limitation, trade disputes, strikes, lock-outs or other industrial dispute(s) or action(s) (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, embargo, act(s) of God, war, riot, civil commotion or civil war, threat of or preparation for war, terrorist attack, armed conflict, imposition of sanction(s), breach of diplomatic relations, malicious damage, compliance with any law, action or governmental order, rule, regulation or direction (including without limitation, the imposition of an export or import restriction), failure to grant or obtain a licence or consent, accident, epidemic or pandemic, nuclear, chemical or biological contamination or sonic boom, breakdown of plant or machinery, collapse of buildings, fire, explosion, flood, drought, earthquake, storm, inclement weather, other natural disaster(s) or default of suppliers or sub-contractors ("**Force Majeure Event**").
- 15.2 If the Force Majeure Event prevents, hinders or delays the Supplier's performance of its obligations for a continuous period of more than one hundred and eighty (180) days the Customer may

terminate the Contract by giving 14 days' written notice to the Supplier.

16. COMMUNICATIONS

- 16.1 Any notice or communications about a Contract must be in writing and must be personally delivered or sent by first-class postage prepaid or other next Business Day delivery or sent by email to the recipient Party at its registered office or such changed address as shall be notified by one Party to the other for the purposes of this clause 16 or in the case of email, to the email address advised by a Party to the other in writing. Any notice shall be deemed to have been given at the time of personal delivery, or in the case of email at the time of transmission, or where this falls outside the Business Hours in the place of receipt when the Business Hours resume, or in the case of pre-paid first-class post or other next Business Day delivery, at 9:00am on the second Business Day after posting or at the time recorded by the delivery service.
- 16.2 The provisions of clause 16.1 shall not apply to the service of any proceedings or other documents in any legal action.

17. DATA PROTECTION

- 17.1 Each Party shall comply with all applicable requirements of the Data Protection Legislation in its processing of personal data under or in connection with the Contract, including any requirements that apply to cross-border transfers of personal data, identifying the most appropriate lawful basis for processing, and providing the required notices and/or disclosures regarding the processing. This clause 17 is in addition to, and does not relieve, remove or replace, a Party's obligations or rights under the Data Protection Legislation.
- 17.2 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the controller, and the Supplier is the processor. The Supplier shall confirm to the Customer the scope, nature and purpose of processing by the Supplier, the duration of the processing and the types of personal data and categories of data subject.
- 17.3 Without prejudice to the generality of clause 17.1, the Customer will ensure that it has all necessary appropriate consents and notices are in place to enable lawful transfer of the personal data to the Supplier for the duration and purposes of the Contract.
- 17.4 Without prejudice to the generality of clause 17.1, the Supplier shall, in relation to any personal data processed in connection with the performance by the Supplier of its obligations under the Contract:
- 17.4.1 process that personal data only on the documented written instructions of the Customer unless the Supplier is required by Applicable Laws to otherwise process that personal data. Where the Supplier is relying on the laws of a member of the European Union or European Union Law as the basis for processing personal data, the Supplier shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Supplier from so notifying the Customer;
- 17.4.2 ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Customer, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and

Lone Star Analysis Ltd
Standard Terms for the Supply of Goods and Services

- regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- 17.4.3 ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential; and
- 17.4.4 not transfer any personal data outside of the European Economic Area unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
- a. the Customer or the Supplier has provided appropriate safeguards in relation to the transfer;
 - b. the data subject has enforceable rights and effective legal remedies;
 - c. the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and
 - d. the Supplier complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the personal data;
- 17.4.5 assist the Customer, at the Customer's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- 17.4.6 notify the Customer without undue delay on becoming aware of a personal data breach;
- 17.4.7 at the written direction of the Customer, delete or return personal data and copies thereof to the Customer on termination of the Contract unless required by Applicable Laws to store the personal data; and
- 17.4.8 maintain complete and accurate records and information to demonstrate its compliance with this clause 17 and promptly inform the Customer if, in the opinion of the Supplier, an instruction infringes the Data Protection Legislation.
- 17.4.9 The Customer provides its prior, general authorisation for the Supplier to appoint processors to process the personal data, provided that the Supplier:
- a. shall ensure that the terms on which it appoints such processors comply with the Data Protection Legislation, and are consistent with the obligations imposed on the Supplier in this clause 17;
 - b. shall remain responsible for the acts and omission of any such processor as if they were the acts and omissions of the Supplier; and
 - c. shall inform the Customer of any intended changes concerning the addition or replacement of the processors, thereby giving the Customer the opportunity to object to such changes provided that if the Customer objects to the changes and cannot demonstrate, to the Supplier's reasonable satisfaction, that the objection is due to an actual or likely breach of the Data Protection Legislation, the Customer shall indemnify the Supplier for any Losses, suffered by the Supplier in accommodating the objection.
- 18. INSURANCE**
- 18.1 The Supplier shall maintain in force insurance policies with reputable insurance companies with appropriate limits and coverages based upon the Goods and Services to be supplied under the Contract and prevailing market conditions.
- 18.2 If requested, the Supplier shall furnish certificate(s) of insurance evidencing the types and amounts of policy coverages.

19. ASSIGNMENT

- 19.1 The Supplier may assign any benefit under these Standard Terms or the Contract or any part of it to any person, firm or company.
- 19.2 The Customer shall not be entitled to assign, subcontract, charge, declare a trust over or otherwise transfer any of its rights or obligations under the Contract or any part of it without the prior written consent of the Supplier.

20. GENERAL

- 20.1 Each right or remedy of the Supplier under the Contract is without prejudice to any other right or remedy of the Supplier whether under the Contract or not.
- 20.2 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable, and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.
- 20.3 No course of dealing or failure or delay by the Supplier in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.
- 20.4 Any waiver by the Supplier of any breach of, or any default under, any provision of the Contract by the Customer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.
- 20.5 The Parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a Party to it.
- 20.6 Each Party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Standard Terms or the Contract. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Standard Terms or the Contract.
- 20.7 The Contract may be executed in counterparts, which taken together will form one agreement.
- 20.8 The formation, existence, construction, performance, validity and all aspects of the Contract (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by English law and the Parties submit to the exclusive jurisdiction of the English courts.

These Standard Terms are entered into by the Supplier and the Customer on the date of the Order Confirmation