

# Kortext **stream** Terms & Conditions

## 1. BASIS OF CONTRACT

- 1.1 These terms and conditions apply to each Order to the exclusion of any other terms and conditions that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 1.2 Each Order constitutes an offer by the Customer to purchase the Services in accordance with these terms and conditions.
- 1.3 Each Order shall be deemed to be accepted on the date that Kortext counter sign the Order.
- 1.4 Each Order and these terms and conditions constitute the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of Kortext which is not set out in the Order and/or these terms and conditions.
- 1.5 Any samples, drawings, descriptive matter or advertising issued by Kortext, and any descriptions or illustrations contained on Kortext's website or in its brochures, are issued, published or made available for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Agreement or have any contractual force.
- 1.6 If there is any conflict or ambiguity between the terms and conditions and the Order, the terms and conditions shall prevail.
- 1.7 A quotation for the Services given by Kortext shall not constitute an offer and shall only be valid for the period of time specified in the quotation.

## 2. TERM

2.1 Subject to the provisions for early termination in clause 13, this Agreement shall commence on the Start Date and shall continue for the Initial Period and thereafter for successive periods of 12 months (each a "Renewal Period") unless terminated by either party giving not less than 90 days' notice in writing to the other (any such notice to expire at the end of the Initial Period or the end of a Renewal Period).

## 3. APPOINTMENT

3.1 In consideration of the payment by the Customer of the Charges, Kortext shall provide the Services and Deliverables to the Customer in accordance with the terms and conditions.

3.2 Any Deliverable will be deemed accepted by the Customer upon either:

- 3.2.1 use by the Customer for the purpose for which it was supplied; or
- 3.2.2 the Customer providing written acceptance of the Deliverable.

3.3 If Kortext's performance of its obligations under the Agreement is prevented or delayed by any act or omission of the Customer, its agents, sub-contractors or employees (including failure to deliver Customer Materials to Kortext in a timely fashion or failure by the Customer to fulfil its obligations in clause 7) (a "**Customer Default**"):

- 3.3.1 without limiting or affecting any other right or remedy available to it, Kortext 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 Kortext's performance of any of its obligations;
- 3.3.2 Kortext shall not be deemed to be in breach of the Agreement and, subject to clause 12.2, will not be liable to the Customer for any costs or losses sustained or incurred by the Customer arising directly or indirectly from such prevention or delay; and
- 3.3.3 the Customer shall reimburse Kortext on written demand for any costs or losses sustained or incurred by Kortext arising directly or indirectly from the Customer Default.

## 4. SOFTWARE LICENCE

4.1 In consideration of the Charges paid by the Customer to Kortext, Kortext hereby grants to the Customer a non-exclusive, non-transferable, non-sublicensable right to permit the Customer and its Authorised Users to use the Software during the Term solely for the purpose of receiving and using the Deliverables and the Services.

4.2 Kortext shall make available the Software in accordance with the Service Definition Document and the Order

4.3 In relation to scope of use:

- 4.3.1 for the purposes of clause
- 4.2, use of the Software shall be restricted to use of the Software solely for the Customer's own internal business operations; and
- 4.3.2 the Customer may not use the Software other than as specified in clause
- 4.3.1 (including for the operation of any service bureau or outsourced service) without the prior written consent of Kortext, and the Customer acknowledges that additional fees may be payable on any change of use approved by Kortext.

4.4 The Customer undertakes that it shall comply with the Acceptable Use Policy.

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4.5 In respect of the Software the Customer shall not, and shall procure that each Authorised User shall not, access, store, distribute or transmit any Viruses, or any material during the course of its use of the Software that:

4.5.1 is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive.

4.5.2 facilitates illegal activity;

4.5.3 depicts sexually explicit images;

4.5.4 promotes unlawful violence;

4.5.5 is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or

4.5.6 in a manner that is otherwise illegal or causes damage or injury to any person or property,

and Kortext reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's access to any material that breaches the provisions of this clause.

4.6 The Customer may not use any such information provided by Kortext or otherwise obtained by the Customer to create any software whose expression is substantially similar to that of the Software nor use such information in any manner which would be restricted by any copyright subsisting in it.

4.7 The Customer shall not except as may be allowed by any Applicable Law which is incapable of exclusion by agreement between the parties:

4.7.1 and except to the extent expressly permitted under these terms and conditions, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software (as applicable) in any form or media or by any means; or

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

4.7.3 attempt to ascertain or list the source programs or source code relating to the Software.

4.8 The Customer shall:

4.8.1 ensure that its own computer systems and associated environment are protected against the introduction of any Viruses;

4.8.2 use reasonable endeavours to prevent any unauthorised access to, or use of, the Software; and

4.8.3 in the event of any such Virus being introduced or unauthorised access or use, promptly notify Kortext.

4.9 The Customer shall reasonably, on not less than 5 working days' notice from Kortext, permit Kortext to enter the Customer's premises to audit the Customer's use of the Software, and shall grant Kortext access to computer equipment at the Customer's premises and any records kept in connection with this Agreement for the purposes of ensuring that the Customer is complying with the terms of this Agreement. In exercising its right under this clause

4.9, Kortext shall use its reasonable endeavours to minimise any disruption to the Customer's business.

4.10 If an audit carried out under clause 4.9 reveals that the Customer has not used the Software in accordance with the terms of this Agreement, then without prejudice to Kortext's other rights, including under clause 13, Kortext shall be entitled to suspend the Customer's access to the Software until such time as any non-compliance has been rectified to the satisfaction of Kortext.

## 5. SERVICE REVIEW

5.1 Each party will designate a service manager who will have day to day responsibility for the performance of their appointer's obligations under this Agreement. Each party will promptly give the other details of the person appointed and any changes in that appointment from time to time.

5.2 Each party shall ensure that:

5.2.1 its service manager is available for consultation by the other party at all reasonable times; and;

5.2.2 its service manager and any other relevant personnel attend all meetings reasonably requested by the other party.

5.3 The service managers appointed under clause 5.1 shall have a weekly telephone call and meet at least once monthly to discuss matters relating to this Agreement.

## 6. KORTEXT'S OBLIGATIONS

6.1 Kortext shall:

6.1.1 provide all assistance, information, and advice which the Customer may reasonably require; and

6.1.2 do all acts which the Customer may reasonably request, to enable the Customer to comply with its obligations and responsibilities under these terms and conditions.

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6.2 Kortext shall:

- 6.2.1 Use reasonable endeavours to ensure that the Services are performed by employees of Kortext possessing suitable skills and experience;
- 6.2.2 use reasonable endeavours to comply with any dates specified in the Order for commencement, performance or completion of the Services (or any part of them), but time shall not be of the essence of this Agreement;
- 6.2.3 supply the Services, the Software and the Deliverables in accordance with all Applicable Laws with which it is bound to comply; and
- 6.2.4 obtain at its own expense the licences, powers and consents necessary for it to perform its obligations under these terms and conditions.

## 7. CUSTOMER'S OBLIGATIONS

7.1 The customer shall:

- 7.1.1 provide all assistance, information, and advice which Kortext may reasonably require; and
- 7.1.2 do all acts which Kortext may reasonably request,

to enable Kortext to comply with its obligations and responsibilities under this Agreement.

7.2 The customer shall:

- 7.2.1 comply with the Customer Responsibilities;
- 7.2.2 provide the Customer Materials and any such information as Kortext may reasonably require in a timely manner and ensure it is correct in all material aspects;
- 7.2.3 provide reasonable co-operation and assistance to Kortext in respect of Kortext's provision of the Services, the Software and the Deliverables;
- 7.2.4 comply with all Applicable Laws with which it is bound to comply in its use of the Services, the Software and the Deliverables;
- 7.2.5 carry out all other Customer responsibilities set out in this Agreement in a timely and efficient manner;
- 7.2.6 ensure that the Authorised Users use the Software in accordance with the End User Licence Agreement and shall be responsible for any Authorised User's breach of the End User Licence Agreement;
- 7.2.7 obtain and shall maintain all necessary licences, consents, and permissions necessary for Kortext, its contractors and agents to perform their obligations under this Agreement;
- 7.2.8 ensure that its network and systems comply with the relevant specifications provided by Kortext from time to time; and
- 7.2.9 be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to Kortext'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. CHARGES AND PAYMENT

- 8.1 The Customer shall pay the Charges to Kortext in accordance with this clause 8.
- 8.2 The Customer will reimburse Kortext for any unforeseen travel expenses incurred, as agreed in advance between both parties, in connection with the Services.
- 8.3 The Customer shall pay each invoice issued to it by Kortext at the frequency set out in the Order within 3 days of receipt, in full and in cleared funds in pounds sterling, by electronic transfer to the bank account nominated by Kortext from time to time.
- 8.4 Without prejudice to any other right or remedy that Kortext may have, if the Customer fails to pay Kortext on the due date:
  - 8.4.1 the Customer shall pay interest on the overdue amount at the rate of 2% per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount; and
  - 8.4.2 Kortext may suspend the Services, including disabling the Customer's password, account or access to the Software, without any liability to the Customer until such time as any overdue amount has been paid.
- 8.5 If the Customer disputes the payment of any Charges or any part of them, the Customer shall:
  - 8.5.1 notify Kortext of the disputed amount on or before the due date for payment giving reasonable details of the dispute; and
  - 8.5.2 pay the amount of Charges not in dispute in accordance with clause 8.3.
- 8.6 Interest under clause 8.4 is only payable in respect of sums disputed under clause 8.5 after the dispute is resolved, on sums found or agreed to be due, from the date 20 days after the dispute is resolved until payment.

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8.7 Kortext shall be entitled to withhold, set off or reduce payment of any amounts payable to the Customer by the amounts due to Kortext by the Customer under this Agreement.

8.8 All amounts and fees stated or referred to in this Agreement:

8.8.1 shall be payable in pounds sterling; and

8.8.2 are exclusive of value added tax, or any analogous sales tax applicable to the supplies made by Kortext under this Agreement, which shall be added to Kortext's invoice(s) at the appropriate rate.

8.9 This clause shall survive termination.

### 9. PROPRIETARY RIGHTS

9.1 All Intellectual Property Rights belonging to a party prior to the Start Date will remain vested in that party.

9.2 All Intellectual Property Rights in the Software, the Deliverables and the Services (including all suggestions, enhancements requests, feedback, recommendations or other input provided by the Customer in respect of the Services) shall belong to Kortext.

9.3 Without prejudice to clause 4 in respect of the Software, Kortext hereby licences all Intellectual Property Rights in the Services and the Deliverables to the Customer on a non-exclusive basis in the United Kingdom for the Term to enable the Customer to make use of the Services and the Deliverables.

9.4 The Customer hereby licenses all Intellectual Property Rights in the Customer Materials to Kortext on a non-exclusive basis in the United Kingdom for the Term to enable Kortext to fulfil its obligations to the Customer under the Agreement.

9.5 Each party shall indemnify, keep indemnified and hold harmless the other party from and against all claims and all direct liabilities, costs, proceedings, damages and expenses suffered or incurred by the other party as a result of or in connection with any claim that the provision of:

9.5.1 where the Customer is the indemnified party, the Services or Deliverables by Kortext or the Customer's use of them; or

9.5.2 where Kortext is the indemnified party, the Customer Materials by the Customer or Kortext's use of them,

infringes the Intellectual Property Rights or other proprietary rights of any person.

9.6 This clause shall survive termination.

### 10. DATA PROTECTION

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

10.2 Each party shall comply with applicable requirements of the DP Legislation. This clause 10 is in addition to and does not replace a party's obligations under the DP Legislation. The terms "Controller", "Processor", "Data Subject", "Personal Data", "Process" and "Processing" have the meanings prescribed in the DP Legislation.

10.3 For the purposes of the DP Legislation, the Customer is the Controller and Kortext is the Processor. The Order sets out the scope, nature and purpose of Processing by Kortext, the duration of the Processing and the types of Personal Data and categories of Data Subject.

10.4 Kortext shall:

10.4.1 process Personal Data only on written instructions of the Customer. If Kortext is required by any Applicable Laws to Process Personal Data it shall, to the extent legally permitted, notify the Customer before doing so;

10.4.2 have in place appropriate technical and organisational measures to protect against unauthorised or unlawful Processing of, accidental loss or destruction of or damage to Personal Data;

10.4.3 ensure that personnel who have access to or Process Personal Data keep the Personal Data confidential and Kortext shall remain liable to the Customer for any failure by personnel to do so;

10.4.4 not transfer Personal Data outside of the European Economic Area without the prior written consent of the Customer and Kortext shall ensure that the transfer is made in accordance with the DP Legislation;

10.4.5 assist the Customer to respond to any request from a Data Subject and to comply with the Customer's obligations under the DP Legislation;

10.4.6 notify the Customer without undue delay of a Personal Data breach;

10.4.7 at the written direction of the Customer, delete or return Personal Data to the Customer on termination of this Agreement unless Kortext is required by law to store the Personal Data; and

10.4.8 maintain complete and accurate records and information to demonstrate its compliance with this clause and allow for audits by the Customer or the Customer's designated auditor.

10.5 If Kortext wishes to appoint a third-party processor, it shall seek prior written consent from the Customer.

10.6 The Customer, as Controller, shall ensure that all instructions provided to Kortext, comply with the DP Legislation.

10.7 The Customer warrants, represents and undertakes that:

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10.7.1 all Personal Data provided to Kortext to Process in accordance with this Agreement, including Customer Data, complies with the DP Legislation in all respects, including in respect of its collection, holding and Processing of the Personal Data; and

10.7.2 it has in place all necessary and appropriate consents and notices to enable the lawful transfer of the Personal Data, including the Customer Data, to Kortext to Process.

10.8 The Customer will defend, indemnify and hold Kortext harmless against any loss, damage or costs (including legal fees) incurred in connection with claims made or brought against Kortext by a third party to the extent arising out of, or resulting from or relating to:

10.8.1 any breach by the Customer of clause 10.6 or clause 10.7;

10.8.2 Kortext's possession of the Customer Data received from the Customer pursuant to Kortext providing the Services;

10.8.3 the Customer's failure to notify Kortext of specific instructions regarding special handling or access restrictions to be applied to any Customer Data to ensure compliance with Applicable Laws; or

10.8.4 costs incurred by Kortext in responding to any applicable third party in connection with this clause 10.8.

10.9 This clause shall survive termination.

### 11. CONFIDENTIALITY

11.1 Each party shall treat as confidential all Confidential Information of the other party and shall not disclose such Confidential Information to any person other than in accordance with this Agreement.

11.2 Neither party shall use any Confidential Information of the other party other than to exercise its rights and perform its obligations under this Agreement.

11.3 A party's Confidential Information shall not be deemed to include information that:

11.3.1 is or becomes publicly known other than through any act or omission of the receiving party;

11.3.2 was in the other party's lawful possession before the disclosure;

11.3.3 is lawfully disclosed to the receiving party by a third party without restriction on disclosure;

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

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

11.4 Kortext shall be entitled to refer to the Customer as one of its clients in any of Kortext's promotional material.

11.5 Without prejudice to clause 11.4, no party shall make, or permit any person to make, any public announcement concerning this Agreement without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

11.6 This clause shall survive termination.

### 12. LIMITATION OF LIABILITY

12.1 Except as expressly and specifically provided in this Agreement:

12.1.1 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

12.1.2 the Software, Deliverables and the Services are provided to the Customer as fit for the purposes as set out in the specification.

12.2 Nothing in this Agreement excludes the liability of Kortext:

12.2.1 for death or personal injury caused by Kortext's negligence;

12.2.2 for fraud or fraudulent misrepresentation; or

12.2.3 for any liability to the extent it could be limited or excluded by law.

12.3 Subject to clause 12.1 and clause 12.3.2:

12.3.1 Kortext shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, website downtime, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this Agreement; and

12.3.2 Kortext's total aggregate liability in contract (including in respect of the indemnity at clause 9.5), 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 Charges paid during the 12 months immediately preceding the date on which the claim arose.

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12.4 This clause shall survive termination.

## 13. TERMINATION

13.1 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:

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

13.1.2 an Insolvency Event applies to the other party.

13.2 On termination of this Agreement for any reason:

13.2.1 all licences granted under this Agreement shall immediately terminate;

13.2.2 the Customer shall immediately pay to Kortext all of Kortext's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, Kortext shall submit an invoice, which shall be payable by the Customer immediately on receipt;

13.2.3 except to the extent prohibited by Applicable Law each party shall destroy, permanently erase or return and make no further use of any equipment, property, Confidential Information and other items (and all copies of them) belonging to the other party;

13.2.4 any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination shall not be affected or prejudiced; and

13.2.5 any provision which expressly or by implication is intended to come into or remain in force on or after termination shall continue in full force and effect.

13.3 This clause shall survive termination.

## 14. GENERAL

14.1 **Force Majeure.** Neither party shall be liable to the other for any delay or non-performance of its obligations under this Agreement arising from any Force Majeure Event, provided that it notifies the other party of the Force Majeure Event and the extent of any resulting delay or prevention and resumes performance of its obligations as soon as reasonably possible following the end of the Force Majeure Event.

14.2 **Notices.** Notices required to be given under this Agreement shall not be sent by email. Notices shall be deemed to have been duly received:

14.2.1 if delivered personally, when left at the registered address of the relevant party or otherwise the address notified by the recipient to the other party in writing; or

14.2.2 if sent by pre-paid first-class post or recorded delivery, at 9.00am on the second day (excluding weekends and public holidays) after posting; or

14.2.3 if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

14.3 **Anti-Bribery and Modern Slavery.** Each party shall comply with the Bribery Act 2010 and the Modern Slavery Act 2015 and not do, or omit to do, any act that will cause the other to be in breach of the Bribery Act 2010 or the Modern Slavery Act 2015.

14.4 **Assignment and Sub-Contracting.** Neither party may assign, delegate, transfer, charge or otherwise dispose of all or any of its rights and responsibilities under this Agreement without the prior written consent of the other (such consent not to be unreasonably withheld or delayed). Kortext may sub-contract all or any of its obligations under this Agreement.

14.5 **Further Assurance.** At any time, each party shall sign all documents and do or cause to be done all further acts and things as that party so requiring may reasonably require to give full effect to the terms of this Agreement. This clause shall survive termination.

14.6 **Third Party Rights.** For the purposes of the Contracts (Rights of Third Parties) Act 1999 no person who is not a party to this Agreement shall have any right to enjoy the benefit or enforce any of the terms of this Agreement. This clause shall survive termination.

14.7 **Variation.** No variation of this Agreement shall be effective unless it is in writing and signed by each of the parties (or their authorised representatives).

14.8 **Waiver.** Failure to exercise (or to fully exercise), or any delay in exercising, any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy under this Agreement or by law.

14.9 **Severability.** If any provision of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid, illegal or unenforceable in any jurisdiction then it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible that provision shall be deemed to be omitted from this Agreement in so far as this Agreement relates to that jurisdiction and the validity and enforceability of that provision in other jurisdictions and the other provisions of this Agreement shall not be affected or impaired.

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**14.10 Governing Law and Jurisdiction.** This Agreement shall be governed by English law. The parties agree to submit to the exclusive jurisdiction of the English Courts. This clause shall survive termination.

## 15. DEFINITIONS AND INTERPRETATION

15.1 The definitions and rules of interpretation in this clause apply in this Agreement:

- **Acceptable Use Policy:** Kortext's [Acceptable Use Policy](#);
- **Agreement:** the agreement formed by Kortext's acceptance of the Customer's Order;
- **Applicable Laws:** all applicable laws, statutes, regulations and codes from time to time in force;
- **Authorised Users:** means those individuals who are authorised by the Customer from time to time to use the Software;
- **Charges:** the charges for the Services and Deliverables payable in accordance with clause 8 and set out in the Order;

### Confidential Information:

- (a) the existence and terms of this Agreement;
- (b) information concerning the business, Intellectual Property Rights, finances, affairs, customer, clients or suppliers of the other party; and
- (c) any information that is identified as being of a confidential or proprietary nature or that would be regarded as confidential by a reasonable business person;

- **Customer:** the customer, whose details are set out in the Order;
- **Customer Data:** the data inputted by the Customer, Authorised Users, or Kortext on the Customer's behalf for the purpose of using the Services or facilitating the Customer's use of the Services;
- **Customer Default:** has the meaning given to it in clause 3.3;
- **Customer Materials:** all documents and materials of any kind in any form (including hard copy and electronic form and the Customer Data) provided by the Customer in connection with the Services;
- **Customer Responsibilities:** the customer responsibilities set out in the Order;
- **Deliverables:** any documents, drawings, designs, photos, graphics, logos, typographical arrangements, software and all other materials in any form (including hard copy and electronic form) prepared or developed by Kortext or its agents, subcontractors and employees as part of or in relation to the Services as set out in the Order;
- **DP Legislation:** (i) the General Data Protection Regulation ((EU) 2016/679) ("GDPR") unless and until the GDPR is no longer directly applicable in the UK, together with any national implementing laws, regulations and secondary legislation as amended or updated from time to time in the UK; and (ii) any successor legislation to the GDPR and the DPA;
- **End User Licence Agreement:** the click-through licence governing the use of the Software by each Authorised User, which is entered into by the Authorised User the first time the Software is accessed;
- **Force Majeure Event:** any event or circumstances outside the reasonable control of either party affecting its ability to perform any of its obligations under this Agreement including Act of God, fire, flood, severe weather, epidemic or pandemic, war, revolution, acts of terrorism, riot or civil commotion, trade embargo, strikes, lock-outs or other industrial action, and interruption of utility service;
- **Foundation Services:** the Foundation Services as described in the Service Definition Document and in the Order;
- **Foundation Services:** the foundation services as described in the Service Definition Document and in the Order;
- **Initial Period:** means the period set out in the Order beginning on the Start Date;
- **Insolvency Event:** means a party:

- (a) enters liquidation or a winding up petition is presented against the company;
- (b) has a receiver, liquidator, administrator, trustee or an individual with a similar role appointed over any of its assets;
- (c) proposes to make any arrangement with its creditors or passes a resolution to place the company into liquidation;
- (d) ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
- (e) suffers an event which, under the law of a different country, is equivalent to any of the previously specified acts or events;

- **Intellectual Property Rights:** any current and future intellectual property rights and interests including patents, utility models, designs, design rights, copyright (including rights in software), decryption rights, database rights, trade marks, rights pursuant to passing off, service marks, business and trade names, domain names, know-how, topography rights, inventions, rights in confidential information (including technical and commercial trade secrets) and image rights, and rights of a similar or corresponding character in any part of the world, in each case whether registered or not and including any application for registration and renewals or extensions of such rights in any country in the world;
- **Order:** the Customer's order for the Services placed using Kortext's order form;
- **Pilot & Business As Usual Services:** the pilot & business as usual services as described in the Service Definition Document and in the Order;

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- **Pre-pilot Validation Services:** the pre-pilot validation services as described in the Service Definition Document and in the Order;
- **Renewal Period:** has the meaning given to it in clause 2;
- **Service(s):** Foundation Services, the Pre-pilot Validation Services and/or the Pilot & Business As Usual Services (as applicable) set out in the Order and described in the Service Definition Document;
- **Service Definition Document:** Kortext's detailed description of the Services supplied to the Customer as part of Kortext's customer take-on process;
- **Software:** means Kortext's proprietary software which is used to provide the Services;
- **Kortext:** Kortext Limited incorporated and registered in England and Wales with company number 08033357 whose registered office is at Kortext Ltd, Avalon 26-32 Oxford Road, Bournemouth BH8 8EZ.
- **Start Date:** the date on which the Order is accepted under clause 1.3 11 or such other date set out in the Order;
- **Term:** the Initial Period together with any Renewal Periods; and
- **Virus:** means anything or device (including any Software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, malware, viruses and other similar things or devices.

15.2 In these terms and conditions (except where the context otherwise requires):

15.2.1 the singular includes the plural and vice versa, and references to any gender includes the other genders;

15.2.2 references to a "**person**" includes an individual, corporation (whether incorporated or unincorporated), partnership, trust, unincorporated association and any other entity or association of any nature;

15.2.3 any words following the terms "**including**", "**include**", "**for example**" or any similar expression are by way of illustration and emphasis only and shall not limit the generality or extent of any other words or expressions; and

15.2.4 references to any legislation include any modification or re-enactment of that legislation and any subordinate legislation made (before or after this Agreement) under that legislation.