



SOFTWARE AS A SERVICE SUBSCRIPTION AGREEMENT

This Software as a Service Subscription Agreement ("**Agreement**") is entered into as of ("**INSERT DATE**") by and between:

1. **OBVIOUSLY GROUP LIMITED**, registered under the English law with its registered office located at 2nd Floor Building 1000 Beach Drive, Waterbeach, Cambridge, England, CB25 9PD ("**Supplier**"); and
2. **[Insert company name]**, registered under the laws of **[insert Country/State]** with its registered office located at **[insert address]** ("**Client**").

1. Definitions

1.1. Words and expressions used in this Agreement have the meanings set out below:

Additional Software means any 3rd party software to be integrated with the Platform.

Affiliate means any entity that directly or indirectly controls, is controlled by, or is under common control with another entity.

Agreed Services means the functionality contained within the Platform together with the Consultancy Services as set out in the Service Description that you have elected to receive from us.

Agreement means this agreement including any schedules and Order Forms.

Applicable Data Protection Laws means:

- (a) To the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data.
- (b) To the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which the Supplier is subject, which relates to the protection of personal data.

AWS (Amazon Web Services) Downtime means any period during which the Platform is unavailable due to Amazon Web Services infrastructure failures or maintenance.

Clearances means all rights, licences, permissions, consents and other clearances relating to the Managed Intellectual Property and any Client Materials that are needed to enable us to perform our obligations under this Agreement.

Client Data means the data or data feeds provided by the client relating to trade mark portfolio or sales data, or other information.

Client Materials means the materials specified in the Client Materials Instructions.

Client Materials Deadline means the date specified in the Order Form by which the Client must provide all Client Materials.

Client Materials Instructions means any documents we provide to you detailing the information you need to supply in order for us to start providing our services.

Client Personal Data means any personal data which the Supplier processes in connection with this Agreement, in the capacity of a processor on behalf of the Client.

Client Response Time means the time within which the Supplier will provide an initial response to an incident as set out in Clause 8.3.

Confidential Information means any information or data relating to a disclosing party, its technology, business or activities, or which is disclosed by that party or its agents. Our Confidential Information includes the Fees, the Platform, the Proprietary Materials and the existence and contents of this Agreement.

Consultancy Services means the services defined in Schedule 1.

Data Services means the ability to view and analyse data aggregated relating to Managed Intellectual Property.

Documentation means all user guides, technical manuals, and other documentation relating to the Platform provided by the Supplier to the Client.

Downtime means any period during which the Platform is unavailable for use by Permitted Users.

Emergency Maintenance means unscheduled maintenance required to address critical security issues or system failures.

EU GDPR means the General Data Protection Regulation ((EU) 2016/679).

Initial Invoice Date means the date specified in the Order Form on which the first invoice will be issued.

Initial Service Period is as defined in the Order Form.

Intellectual Property Rights means all intellectual property rights of any nature including: (i) copyright, patents, trade marks, database rights, designs, format rights, inventions, know-how, trade secrets, techniques and confidential information, customer and supplier lists and other proprietary knowledge and information (whether registered or unregistered); (ii) applications and all rights to apply for registration for any of the foregoing; and (iii) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world in each case for their full term and together with any revivals, renewals or extensions.

Liabilities means any and all costs and expenses, losses, liabilities, obligations, damages, deficiencies, penalties, fines, interest and expenses.

Managed Intellectual Property means any intellectual property rights, including trade marks, service marks, trade names, logos, other brand identifiers designs, patents and copyrights owned by or licensed to the Client as specified in the Service Description.

Modules means a module on the Platform.

Order Form means the order form signed by the parties to which this Agreement is appended.

Permitted Users means any of your employees (and those of your Affiliates and external counsel) who we have authorised to access the Platform in order to receive the Data Services.

Personnel means the Supplier's employees, contractors, and agents assigned to perform the Services.

Planned Maintenance means scheduled maintenance activities for which at least 48 hours' notice is provided.



Platform means our platform as described in the Service Description.

Platform Usage Policy means our policy governing Permitted Users access to and use of the Platform, as published on the Platform from time to time.

Proprietary Materials means all methods, methodologies, products, processes, tools, techniques, databases, know how, software or other materials owned or licensed by us (whether conceived, reduced to practice or developed before or during the Term), which comprise the Platform or which are used by us in connection with this Agreement.

Purchase Order means any written purchase order document provided by the Client or Supplier relating to the Services or this Agreement.

Purpose means the purposes for which the Client Personal Data is processed, as set out in clause 16.

Recovery Point Objective means the maximum targeted period in which data might be lost due to an incident, as specified in Clause 8.5.

Recovery Time Objective means the targeted duration of time within which the Platform must be restored after an incident, as specified in Clause 8.4.

Resources means any facilities, equipment, access credentials, data, or other resources to be provided by the Client as specified in any SOW or Purchase Order.

Service Contract means the binding agreement for Services created by this Agreement and the applicable Order Form.

Service Description means the scope we agree with you describing the access to the Platform as set out in Schedule 1.

Standard Terms and Conditions means any standard terms and conditions document provided by the Supplier or Client that may apply to the provision of Services.

Statement of Work or SOW means any written statement of work document provided by the Supplier or Client detailing specific services, deliverables, or project requirements.

Supplier Personal Data means any personal data which the Supplier processes in connection with this Agreement, in the capacity of a controller.

Term means the Initial Service Period and any Renewal Period(s).

Uptime Credits means credits provided as compensation for Platform downtime exceeding the uptime objectives as described in Clause 8.2.

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

Us means Obviously Group Limited. **We** and **Our** have corresponding meanings.

You means the Client identified in the Order Form. **Your** has a corresponding meaning.

Renewal Period, Renewal Notice and **Force Majeure Event** have the meanings given them in Clauses 3.1, 3.2 and 18.2 respectively.

Client, Client Materials Deadline, Fees, Initial Invoice Date, Initial Service Period and Consultancy Services are as stated in the Order Form, if applicable.

1.2. References to **parties** are to you and us, each a **party**.

1.3. References to “**controller**”, “**joint controller**”, and “**personal data**” are as defined in Article 4 of Regulation (EU) 2016/679.

2. Interpretation | Order of Precedence

In the event of any inconsistency/conflict between any provision of this Agreement and any Standard Terms and Conditions, SOW or Purchase Order, the order of precedence will be as follows:

- This Agreement
- Standard Terms and Conditions
- Statement of Work Document
- Purchase Order.

3. Commencement & Duration

- 3.1. This Agreement will start on the date both parties have signed the Order Form and will continue, unless ended earlier in accordance with its terms, for the Initial Service Period. Thereafter, subject to Clause 3.2, this Agreement will automatically renew for successive periods of twelve (12) months (each a Renewal Period).
- 3.2. No less than sixty (60) days before the start of a Renewal Period we will send you a notice (Renewal Notice) confirming the commercial terms that will apply in respect of that Renewal Period. If you do not wish to accept the terms of a Renewal Notice you may end this Agreement at the end of the Initial Service Period or Renewal Period (as applicable) by giving us no less than thirty (30) days written notice before the start of the relevant Renewal Period.

4. Services

- 4.1. We will provide the Agreed Services from the Initial Invoice Date and for the Term.
- 4.2. We will perform our obligations under this Agreement: (i) in a professional manner, using due skill and care; (ii) using suitably qualified staff with appropriate experience; and (iii) in accordance with all applicable laws.
- 4.3. You agree to: (i) provide the Client Materials by the Client Materials Deadline; (ii) obtain all necessary Clearances; and (iii) carry out your obligations under this Agreement in accordance with all applicable laws.

5. Quality Assurance

- 5.1. Our commitment to quality assurance encompasses the entire software development lifecycle, employing a mix of automated and manual testing techniques to detect and correct defects before deployment.
- 5.2. We ensure continuous compliance with agreed standards through post-deployment monitoring, adapting to evolving requirements. Open communication channels are maintained for swift reporting and resolution of any issues.
- 5.3. In addition, we adhere to stringent security standards and practices, including system hardening and the OWASP "Security by Design" principles, to ensure secure software development. This approach includes comprehensive security and acceptance testing for all new developments.

6. Access to the Platform

- 6.1. We grant you a non-exclusive, worldwide, non-transferable, non-sublicensable licence for the Term to access the Platform in order to enable Permitted Users to receive the Data Services.
- 6.2. You and your Permitted Users will keep all usernames and passwords that we supply secure and confidential at all times.

7. Change Control

- 7.1. If Client wishes to change the scope or execution of the provision of Services, it shall submit details of the requested change to Supplier in writing.
- 7.2. If Client requests a change to the scope or execution of any part of the provision of the Services, Supplier shall, acting reasonably and in good faith, within a reasonable time (and in any event not more than five Business Days after receipt of Client's request), provide a written estimate to Client of:
 - (c) the likely time required to implement the change;
 - (d) any necessary variations to the Fees arising from the change;
 - (e) the likely effect of the change on the provision of the Services; and
 - (f) any other impact of the change on this Agreement.
- 7.3. All changes agreed between the parties shall be recorded in writing and duly signed by an authorised representative of each party.
- 7.4. For any contract awarded under the G-Cloud Framework, changes to the Agreement (including the Services, pricing, or other terms) shall be made in writing and signed by both parties. Where required by the G-Cloud Framework, the parties shall use an agreed Variation Form to record such changes.

8. Service Levels

8.1. Uptime

The Supplier will provide 99.5% system up time with the following exceptions:

- (a) *Force Majeure Events*

- (b) *Maintenance / upgrade / data-onboarding* tasks causing downtime that are requested to be conducted by Client
- (c) *AWS Downtime*
- (d) *Emergency Maintenance / Downtime*
- (e) *Planned Maintenance with 48 hours' notice*

8.2. Uptime Credits: Credits will be provided automatically in compensation for any down time exceeding the above uptime objective. On a monthly basis, the total down-time for that month will be multiplied by 4 and rounded up to the nearest day and applied at the end of the contracted licence period in the form of a free licence extension period.

8.3. Client Response Time (CRT): In the event of an incident, during the hours of 07:30-19:30 Monday – Friday (GMT/BST), the Supplier will provide the following initial response times:

Priority	Definition	Initial Response	Update Frequency
Very High	<i>Significant issue impacting majority of users, or mission critical issue impacting single user.</i>	1 Hour	4 hourly Updates
High	<i>Non critical but significant issue affecting a single user; or an issue that is generally degrading the performance and reliability of supported services.</i>	2 Hours	Daily Updates
Normal	<i>Routine support requests that impact a single user.</i>	3 Hours	Updates every other day
Low	A minor service issue or general inquiry	6 hours	Updates weekly
Scheduled	Work that has been scheduled in advance with the Client	6 hours	Updates weekly

8.4. Recovery Time Objective (RTO): In the event that the Agreed Services are unavailable, the Supplier commits to an RTO of 60 minutes.

8.5. Recovery Point Objective (RPO): The system database is backed up at:

0200HRS (UTC) daily – stored for 30 days

1230HRS (UTC) daily – stored for 7 days

1830HRS (UTC) daily – stored for 7 days.

In addition, where applicable, Client will rely on their existing Office 365, Outlook and Sharepoint back-up systems to provide enhanced back-up if required.

9. Fees

9.1. You agree to pay us the Fees annually, 12 months in advance in accordance with this Clause or as otherwise stated in the Order Form.

- 9.2. You will pay us the Fees within thirty (30) days of the date of each invoice by electronic transfer to our nominated bank account. We will issue the first invoice on the Initial Invoice Date.
- 9.3. Without prejudice to any of our other rights or remedies, in the event that you fail to pay the Fees by the due date for payment, we may suspend performance of our obligations under this Agreement and will notify you in writing at least twenty-eight (28) days prior to any such suspension.
- 9.4. In the event that you: request us to provide supplemental services or modules, we may increase the Fees that you pay in accordance with our current rate card at that time.
- 9.5. All sums payable under this Agreement: (i) are exclusive of VAT or other sales tax, which you agree to pay subject to us providing a valid VAT invoice; and (ii) will be paid gross, free and clear of all deductions or withholdings (including any tax or fiscal amount), unless the deduction or withholding is required by law. If any deductions or withholdings are required by law, you agree to pay us such additional sum as may be required to ensure that the net amount that we receive will equal the full amount that we would have received in the absence of the requirement to make a deduction or withholding.
- 9.6. All Fees for Services will be invoiced to Client no later than 120 days following the accrual of such Fees.

10. Intellectual Property Rights

- 10.1. You acknowledge and agree that, as between you and us, all rights (including all Intellectual Property Rights) in and to the Platform and the Proprietary Materials are, and will remain, the property of Us (or its licensors).
- 10.2. You grant us a royalty-free, non-exclusive, non-transferable, non-sublicensable licence to use the Client Materials and Client Data during the Term for the purpose of performing our obligations under this Agreement.

11. The Agreed Services and Platform we provide

- 11.1. The Agreed Services that we provide include granting you access to our Platform. You agree that such access is granted subject to you complying with our Platform Usage Policy which shall be provided to you before the Initial Invoice Date and which requires, amongst other things, that you will not at any time copy, modify, reverse engineer the Platform, or use it to create a competing product.
- 11.2. You acknowledge and accept that:
- (a) when you use the Platform you will be solely responsible for any actions taken as a result of analysis provided on this Platform; and
 - (b) you will be solely responsible for the Client Data and its accuracy.
- 11.3. Nothing in this Agreement will exclude or limit either party's liability for: (i) death or personal injury caused by the negligence of that party; (ii) fraud (including fraudulent misrepresentation); (iii) any liability which cannot be lawfully excluded or limited; or (iv) any indemnity contained in this Agreement.

- 11.4. Subject to Clause 11.3, neither party will be liable to the other in contract, tort (including negligence and breach of statutory duty) or otherwise for any indirect or consequential loss or damage.
- 11.5. Subject to Clause 11.3 and in the case of , Clause 11.6, each party's aggregate liability in contract, tort (including negligence and breach of statutory duty) or otherwise under or in connection with this Agreement, will be limited to an amount equal to the Fees paid or payable to Us under this Agreement in the 12 months preceding the event giving rise to the liability.
- 11.6. Subject to Clause 11.7, we will indemnify and hold you harmless from and against any and all Liabilities that you incur arising out of or in connection with any claim that the use of the Platform or Services in accordance with this Agreement infringes the Intellectual Property Rights of any third party, except to the extent that such claim arises from your misuse or modification of the Services.
- 11.7. In no event will we (or our employees, agents and/or subcontractors) be liable to you to the extent that the alleged infringement is based on: (i) your failure to obtain all necessary Clearances; (ii) our use of the Client Materials of Client Data in accordance with this Agreement infringing the Intellectual Property Rights of any third party; (iii) a modification of the Platform by anyone other than us; (iv) your use of the Platform in a manner contrary to any instructions that we give you; or (v) your use of the Platform after we give you notice of any alleged or actual infringement.
- 11.8. In the event that we identify a risk of an infringement of third party Intellectual Property Rights we may, at our sole option and without liability: (i) replace or modify any functionality of the Platform with substantially equivalent or replacement functionality so that the Platform is no longer infringing; (ii) obtain the right for you to continue using the Platform; and/or (iii) end this Agreement and reimburse you a pro-rata proportion of any prepaid Fees at the date of termination.
- 11.9. You agree that you will (i) obtain all necessary Clearances; and (ii) ensure that our use of the Client Materials and/or Client Data in accordance with this Agreement does not infringe the Intellectual Property Rights of any third party.

12. Supplier Obligations

- 12.1. Supplier will:
- (a) comply with the terms and conditions of this Agreement (including for the avoidance of doubt all Annexes) and all applicable laws and regulations, including all relevant anti-bribery and anti-corruption laws and data protection laws;
 - (b) ensure that each person assigned to perform the Services has the appropriate level of expertise, training, qualifications and experience, necessary to perform such Services;
 - (c) use reasonable efforts to ensure continuity of the Personnel performing the Services; and

13. Client Obligations

- 13.1 Client will use reasonable endeavors to:
- (a) where agreed as part of any specific SOW/Purchase Order, provide Resources to Supplier/Personnel for the performance of the Services; and

(b) with regards to the scope of Services, comply with all applicable laws and regulations.

- 13.1. Supplier will not be liable for any failure or delay in complying with this Agreement to the extent such failure is caused by a failure by Client to provide Resources, provided always that such relief shall only be granted if Supplier: (i) has given a notice to Client in accordance with Clause 13.1, promptly upon becoming aware of such failure by Client to provide the Resources; and (ii) uses all reasonable endeavors in accordance with good industry practice to make good any such failure or make up time lost as a result of that delay (as applicable).

14. Termination

- 14.1. Notwithstanding the Client's right to terminate this Agreement under clause 3.2, either party may terminate this Agreement without cause at any time after the Initial Service Period by giving the other party no less than thirty (30) days' written notice. Such termination shall take effect at the end of the then-current Renewal Period.
- 14.2. Either party may terminate this Agreement immediately upon written notice to the other party if the other party:
- (a) is in material breach of this Agreement and either the breach is not capable of remedy or, if the breach is capable of remedy, the defaulting party fails to remedy that breach within thirty (30) days of receiving written notice from the non-defaulting party requiring it to do so. Any breach of our Platform Usage Policy or any misuse by us of Client Materials and/or Client Data will constitute a material breach of this Agreement; or
 - (b) (i) is unable to pay its debts or becomes insolvent; (ii) is the subject of an order made or a resolution passed for its administration, winding-up or dissolution (otherwise than for the purpose of a solvent amalgamation or reconstruction); or (iii) is the subject of any similar events or circumstances.
- 14.3. You may terminate this Agreement at any time on written notice to us if:
- (a) we commit persistent minor breaches of any term of the Agreement, the cumulative effect of such breaches being sufficient to justify the inference that we would continue to deliver a substandard performance in relation to a substantial portion of Service Contract over a reasonable period of the remaining term;
 - (b) if our uptime across two (2) consecutive months falls below the terms set out in this Agreement; or
 - (c) we transfer to or our business is acquired by a 3rd party investor(s), organisation or individual.

14.4. On termination of this agreement for any reason:

- (a) all licences granted under this agreement shall immediately terminate and the Client 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;
- (c) the Supplier may destroy or otherwise dispose of any of the Client Data in its possession unless the Supplier receives, no later than twenty-eight (28) days after the effective date of the termination of this agreement, a written request for the delivery to the Client of the then most recent back-up of the Client Data. The Supplier shall use reasonable commercial endeavours to deliver the back-up to the Client within 30 days of its receipt of such a written request, provided that the Client has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). The Client shall pay all reasonable expenses incurred by the Supplier in returning or disposing of Client Data; and
- (d) 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.

15. Confidentiality

- 15.1. Each party undertakes to the other that it will not at any time (whether during or after the Term) use, divulge or communicate to any person, except to its professional advisors or as may be required by law or any legal or regulatory authority, any Confidential Information of the other party, or of any of its Affiliates, which may have or may in the future come to its knowledge during the terms of this agreement, and each of the parties will use its reasonable endeavours to prevent the publication or disclosure of any such Confidential Information. The restrictions set out in this Clause do not apply to any information that: (i) is or becomes available to the public other than as a result of a breach of this Clause ; or (ii) is or becomes available to the receiving party from other sources free of restriction as to its use or disclosure.

16. Data Protection

- 16.1 For the purposes of this clause 16, the terms **controller**, **processor**, **data subject**, **personal data**, **personal data breach** and **processing** shall have the meaning given to them in the UK GDPR.
- 16.2 Both parties will comply with all applicable requirements of Applicable Data Protection Laws. This clause 16 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under Applicable Data Protection Laws.
- 16.3 The parties have determined that, for the purposes of Applicable Data Protection Laws:
- 16.3.1 the Supplier shall act as controller in respect of the personal data and processing activities set out in Part 1 of Schedule 2;
 - 16.3.2 the Supplier shall process the personal data set out in Part 2 of Schedule 2, as a processor on behalf of the Client in respect of the processing activities set out in Part 2 of Schedule 2; and

- 16.4 Should the determination in clause 16.3 change, then each party shall work together in good faith to make any changes which are necessary to this clause 16 or the related schedules.
- 16.5 By entering into this Agreement, the Client consents to (and shall procure all required consents or other appropriate lawful basis, from its personnel, representatives and agents, in respect of) all actions taken by the Supplier in connection with the processing of Supplier Personal Data, provided these are in compliance with the then-current version of the Supplier's privacy policy available at <https://obviously.digital/privacy-policy> ("**Privacy Policy**"). In the event of any inconsistency or conflict between the terms of the Privacy Policy and this Agreement, the Privacy Policy will take precedence.
- 16.6 Without prejudice to the generality of clause 16.2, the Client will ensure that it has all necessary appropriate consents (or other appropriate lawful basis) and notices in place to enable lawful transfer of the Supplier Personal Data and Client Personal Data to the Supplier or lawful collection of the same by the Supplier for the duration and purposes of this Agreement.
- 16.7 In relation to the Client Personal Data, Schedule 3 sets out 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.
- 16.8 Without prejudice to the generality of clause 16.2 the Supplier shall, in relation to Client Personal Data:
- 16.8.1 process that Client Personal Data only on the documented instructions of the Client, which shall be to process the Client Personal Data for the purposes set out in Schedule 3, unless the Supplier is required by any applicable law to otherwise process that Client Personal Data. Where the Supplier is relying on any applicable law as the basis for processing Client Personal Data, the Supplier shall notify the Client of this before performing the processing required by that applicable law unless that applicable law prohibits the Supplier from so notifying the Client on important grounds of public interest. The Supplier shall inform the Client if, in the opinion of the Supplier, the instructions of the Client infringe Applicable Data Protection Laws;
 - 16.8.2 implement the technical and organisational measures set out in Schedule 4 to protect against unauthorised or unlawful processing of Client Personal Data and against accidental loss or destruction of, or damage to, Client Personal Data, which the Client has reviewed and confirms are 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;
 - 16.8.3 ensure that any personnel engaged and authorised by the Supplier to process Client Personal Data have committed themselves to confidentiality or are under an appropriate statutory or common law obligation of confidentiality;
 - 16.8.4 assist the Client insofar as this is possible (taking into account the nature of the processing and the information available to the Supplier), and at the Client's cost and written request, in responding to any request from a data subject and in ensuring the Client's compliance with its obligations under Applicable Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - 16.8.5 notify the Client without undue delay on becoming aware of a personal data breach involving the Client Personal Data;
 - 16.8.6 at the written direction of the Client, delete or return Client Personal Data and copies thereof to the Client on termination of the Agreement unless the Supplier is required by any applicable law

to continue to process that Client Personal Data. For the purposes of this clause 16.8.6, Client Personal Data shall be considered deleted where it is put beyond further use by the Supplier; and

16.8.7 maintain records to demonstrate its compliance with this clause 16.

16.9 The Client hereby provides its prior, general authorisation for the Supplier to:

16.9.1 appoint processors to process the Client Personal Data, provided that the Supplier:

16.9.1.1 shall ensure that the terms on which it appoints such processors comply with Applicable Data Protection Laws, and are consistent with the obligations imposed on the Supplier in this clause 16;

16.9.1.2 shall remain responsible for the acts and omission of any such processor as if they were the acts and omissions of the Supplier; and

16.9.1.3 shall inform the Client of any intended changes concerning the addition or replacement of the processors, thereby giving the Client the opportunity to object to such changes provided that if the Client 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 Applicable Data Protection Law, the Client shall indemnify the Supplier for any losses, damages, costs (including legal fees) and expenses suffered by the Supplier in accommodating the objection.

16.9.2 transfer Client Personal Data outside of the UK as required for the Purpose, provided that the Supplier shall ensure that all such transfers are effected in accordance with Applicable Data Protection Laws. The supplier shall, prior to making such transfer, ensure that it has taken all steps required by Applicable Data Protection Laws to ensure the security of all data transferred outside of the UK. For these purposes, the Client shall promptly comply with any reasonable request of the Supplier, including any request to enter into standard data protection clauses adopted by the EU Commission from time to time (where the EU GDPR applies to the transfer) or adopted by the UK Information Commissioner from time to time (where the UK GDPR applies to the transfer).

16.10 Either party may, at any time on not less than 30 days' notice, revise this clause 16 with any applicable standard clauses approved by the EU Commission or the UK Information Commissioner's Office or forming part of an applicable certification scheme or code of conduct ("**Amended Terms**"). Such Amended Terms shall apply when replaced by attachment to this Agreement, but only in respect of such matters which are within the scope of the Amended Terms.

17. Data Security

17.1. We ensure that the Platform is secure and satisfies reasonable data security requirements. Technical information is set out at Schedule 4.

18. General

18.1. All notices given under this Agreement will be in writing and will be deemed to have been given: (i) when delivered, if delivered by messenger or recorded post during normal business hours of the recipient; (ii) when sent, if transmitted by email during normal business hours of the recipient (provided no automated delivery failure notice is received by the sender); (iii) on the second business day following posting if sent by first-class post (if sent to an address in the UK); or (iv) on the fifth business

day following posting, if posted by airmail (if sent to an address outside the UK), in each case addressed to the other party at the address set out in the Order Form, or to such other address that a party may notify under this Clause.

- 18.2. Neither party will be liable for any failure or delay in performing its obligations under this Agreement if and to the extent that such failure or delay is the result of any event or circumstance that is outside its reasonable control (a **Force Majeure Event**). A party whose performance is affected by a Force Majeure Event will inform the other party as soon as possible after becoming aware of the same. You may terminate this agreement with notice where a Force Majeure Event resulting in a failure in performance of obligations under this Agreement by the Supplier continues for a period of forty-five (45) days or more.
- 18.3. Neither party may charge, license, transfer assign or otherwise dispose of any of its rights or obligations under this Agreement without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed), except that we may subcontract our obligations (to any of our Affiliates;
- 18.4. If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it will be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Agreement.
- 18.5. This Agreement, along with the Order Form and Schedules, contains the entire understanding between the parties and supersedes all prior arrangements and understandings whether written or oral concerning this Agreement and may not be varied except by a written agreement signed by both parties.
- 18.6. No failure or delay by a party relating to the exercise of any right, power, privilege or remedy provided under this Agreement will operate as a waiver of that right, power, privilege or remedy.
- 18.7. When this Agreement terminates or expires all of its provisions will cease to have effect, except that any provision which is expressly stated as or can reasonably be inferred as continuing, or is expressly stated to continue, will continue in full force and effect.
- 18.8. The termination or expiry of this Agreement will not affect any rights, remedies, obligations or liabilities of the parties (including the right to claim damages for breach) that may have accrued up to the date of termination or expiry.
- 18.9. No one other than a party to this Agreement, their successors and permitted assignees, will have any right to enforce any of its terms.
- 18.10. This Agreement (and any non-contractual obligations relating to it) will be governed by and construed in accordance with English law and subject to the exclusive jurisdiction of the English Courts.



18.11. Nothing in this Agreement is intended to or shall operate to create a partnership or joint venture of any kind between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way or to hold itself out in its advertising or otherwise in any manner which would indicate or imply any such relationship with the other, unless expressly provided otherwise in this Agreement.

Signed by [NAME OF DIRECTOR] for and on behalf of [NAME OF CLIENT]	
	Director/Authorised signatory

Signed by [NAME OF DIRECTOR] for and on behalf of [NAME OF SUPPLIER]	
	Director/Authorised signatory