

NeuroBridge® Terms of Service

Reference ID: ToS-NB-04

Version: 4.8

Effective Date: 14.02.2024

Maintained by: NeuroBridge® Limited

Last Updated: 19.08.2025

PARTIES

- (1) **NEUROBRIDGE LIMITED**, a company registered in England with company number 14895457 whose registered office is at Suite 46, 24-28 St. Leonards Road, Windsor, Berkshire, SL4 3BB, ("**NEUROBRIDGE**"); and
- (2) "**You,**" or "**Client**", the person or entity using the Subscription Service or receiving the Consulting Services and identified in the applicable account record, billing statement, online subscription process, Customer Order, or Order Form as the customer and your Affiliates included in the scope of your purchase.

(individually "**a/the Party**" and together "**the Parties**")

BACKGROUND

The Client has agreed to appoint NEUROBRIDGE to provide certain professional services, and NEUROBRIDGE has agreed to such appointment, in accordance with the terms and conditions of this Agreement.

IT IS HEREBY AGREED AS FOLLOWS:

1. INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause apply in this Agreement and each Customer Order (unless the context requires otherwise).

"**Agreement**" and "**Terms of Service**" means these Terms of Service together with the Schedules and each Customer Order, which shall be incorporated into this Agreement.

"**Applicable Law(s)**" means any statute, regulation, by-law, ordinance or subordinate legislation in force from time to time to which a Party is subject in the United Kingdom including Data Protection Laws.

"**Change Management**" means the process set out in clause 8.

"**Client Affiliates**" means companies or associated suppliers affiliated to the Client and identified in a Customer Order, or mutually agreed between the Parties within thirty (30) days of Commencement Date of a Customer Order, as named beneficiaries of the Services and/or users of Deliverables.

"**Client Materials**" means materials created or generated by the Client without access to NEUROBRIDGE materials or expertise. For the avoidance of doubt materials created or generated by Licensed Users shall be the property of that Licensed User.

"**Client Order**" means a bolt-on Client Order associated with a Customer Order, accepted electronically by the Client, finalising additional Services purchased and the associated Subscription Fees, which is incorporated by reference into these Terms and the terms of the associated Customer Order.

"**Commencement Date**" means the date of the acceptance of this Agreement through the associated Customer Order.

"**Confidential Information**" means information (whether or not recorded in documentary form or stored on any magnetic or optical disk or memory) relating to the business, products, affairs and finances of the disclosing Party; details of this Agreement; and trade secrets including, without limitation, technical data and know-how relating to the business of the disclosing Party or that of any of its business contacts.

"**Customer Order**" means the Subscription Customer Order and any other scope of work in a form agreed and approved between the Parties, which sets out the specification for a "**Programme**" of Services and Deliverables, including the Fee, the term of the Customer Order and other details required by this Agreement.

"**Data Protection Laws**" means any laws and regulations relating to the use and processing of data relating to natural persons applicable in the United Kingdom, shall include (a) EU Directives 95/46/EC and 2002/58/EC (as amended by 2009/139/EC) and any legislation implementing or made pursuant to such directives (to the extent they remain in force), including (in the UK) the Privacy and Electronic Communications (EC Directive)

Regulations 2003; (b) EU Regulation 2016/679 ("**GDPR**"); and (c) any laws or regulations ratifying, implementing, adopting, supplementing or replacing GDPR, including (in the UK) the Data Protection Act 2018; in each case, to the extent in force, and as such are updated, amended or replaced from time to time;

"Deliverables" means the works (including all records, reports and presentations) to be delivered to the Client and/or Licensed User by the Consultant pursuant to each Customer Order.

"EULA" means the standard NEUROBRIDGE end user licence agreement (from time to time) a copy of which is available at <https://neurobridgeportal.com/eula/>

"Expenses" means all out-of-pocket expenses incurred by NEUROBRIDGE in the provision of the Services, including travel and subsistence costs.

"Fees" means the Subscription Fees (and any other fees in the amount(s) set out in a Customer Order or otherwise agreed in advance between the Parties in writing, EXCLUDING VAT (and/or other applicable taxes) and Expenses.

"IP Rights" means patents, rights to inventions, copyright (including related and future copyright), trade marks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights in each case, whether registered or unregistered, including all applications (or rights to apply) for, and renewals or extensions of, the above rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.

"Licensed Users" means the individuals identified in writing in or pursuant to each Customer Order who benefit from Subscription Services subject to each EULA for so long as they are employees of the Client or a Client Affiliate.

"Licensed Materials" means all Deliverables, documents, products, audio, video, workshops, websites, portals and any other content, materials and designs used, created and/or generated by NEUROBRIDGE (including content derived therefore) under this Agreement in all media, all of which are subject to the limited licence set out in clause 13 and (where applicable) each EULA, in each case EXCLUDING the Client Materials or Licensed User information.

"Services Definition Document" or "SDD" sets out the scope of services, deliverables, service levels, and related operational details. the current version of which is available at: <https://neurobridgeportal.com/sdd/>

"Services" means the Subscription Services related to neurodiversity in the workplace provided by NEUROBRIDGE, and such other services as NEUROBRIDGE may agree in a signed Customer Order or otherwise expressly agrees in writing to provide.

"Subscription Fees" means the subscription fees payable by the Client to NEUROBRIDGE for the User Subscriptions in the amounts set out in the Subscription Customer Order.

"Subscription Services" means the on-line subscription services and Licensed Materials provided to the Client via the NEUROBRIDGE System on the terms of this Agreement and each EULA as more particularly described in the Customer Order.

"Subscription Term" means the period during which the Subscription Services are made available to the Company as set out in the Customer Order *[being an "Initial Subscription Period" followed by automatic "Renewal Subscription Periods" in each case unless terminated at the end of the relevant period by no less than three (3) months' prior notice in writing by the Client.]*

"Subscription Year" means a twelve (12) month period commencing on the Commencement Date of the related Customer Order and, in respect of renewals (i.e. Subscription Years 2 and above), on each anniversary of the Commencement Date.

"System" means the cloud-based Software-as-a-Service platform accessible via the URL provided by NEUROBRIDGE, through which Subscription Services can be delivered and Licensed Materials can be accessed, created and stored, provided to the Company under the Terms of Service and the Customer Order.

"Term" means the term of this Agreement which shall commence on the Commencement Date and continue thereafter until terminated pursuant to clause 2.

"Working Day" means a day (other than Saturday or Sunday) between the hours of 9.00am to 5.30pm on which the Bank of England is open for business unless specified otherwise in a Customer Order.

"User Subscription" means an individual Licensed User subscription purchased by the Client pursuant to a Customer Order which, once activated, will entitle a Licensed User to access and use the Subscription Services and on-line Licensed Materials through a personal **"Account"** for the Subscription Term, in accordance with this Agreement and the EULA.

- 1.3 A reference to a particular law is a reference to the law as it is in force for the time being, taking account of any amendment, extension, or re-enactment, and includes any associated subordinate legislation from time to time.
- 1.4 A reference to one gender includes a reference to all genders.
- 1.5 The schedules to this Agreement and each Customer Order form part of (and are incorporated into) this Agreement. This Agreement takes precedence over the Schedules unless expressly stated otherwise.
- 1.6 If there is any inconsistency or conflict between the provisions of any Customer Order and the provisions of the main body of this Agreement, the documentation shall take the following order of precedence: (i) the terms and conditions forming the main body of this Agreement then (ii) the terms of the Customer Order unless otherwise agreed in writing PROVIDED ALWAYS that a specific and express variation of the terms of this Agreement made in a Customer Order shall prevail in respect of that Customer Order only.
- 1.7 Any words following the terms 'including', 'include', 'in particular', 'for example' or any similar expression will be construed as illustrative and will not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. ENGAGEMENT AND TERM

- 2.1 The Client engages NEUROBRIDGE to carry out, and NEUROBRIDGE agrees to provide, the Services in respect of each Customer Order on the terms of this Agreement. The Services and Deliverables detailed in a Customer Order may be provided to or for the benefit of one or more Client Affiliates if identified in that Customer Order.
- 2.2 The engagement shall commence on the Commencement Date and continue for a minimum period as outlined in the associated Customer Order, plus any remaining Subscription Term. Thereafter the contract shall continue automatically in full force and effect unless and until terminated:
- (a) by either Party giving to the other not less than three (3) month's prior written notice served after the expiry or termination of the last remaining Customer Order or Subscription Term (whichever is the later); or
- (b) pursuant to clause 14.
- 2.3 If NEUROBRIDGE has provided Services prior to the Commencement Date or the execution of the applicable Customer Order, then the Client agrees that this Agreement applies retrospectively from the start of Service delivery.
- 2.4 Nothing in this Agreement or any Customer Order shall prevent NEUROBRIDGE from being engaged by, concerned with or having any financial interest in any capacity in any other business, trade, profession or occupation during the Term PROVIDED ALWAYS that such activity does not cause a breach of any of NEUROBRIDGE's express obligations under this Agreement.
- 2.5 Nothing in the Agreement shall require the Client to request, or NEUROBRIDGE to provide, any services other than those set out in a jointly agreed and signed Customer Order.

3. NEUROBRIDGE DUTIES

- 3.1 During the Term NEUROBRIDGE shall:
- (a) provide the Services and Deliverables with all due care, skill and ability consistent with good industry practice and the specification set out in the Customer Order;
- and
- (b) ensure that any data supplied to the Client complies with the requirements of all Applicable Laws.
- 3.2 The services The services provided under this Agreement shall be delivered in accordance with the NeuroBridge® Services Description Document.
- (a) The SDD may be updated by NeuroBridge from time to time to reflect enhancements or operational changes, provided that no such updates materially reduce the overall level of service during the Term.
- 3.3 The Client agrees that a Deliverable or Service will be deemed accepted in the absence of written notice of non-conformity by the Client, at close of business on the 5th Working Day after delivery of a Deliverable or Service.
- 3.4 If it is found that a non-conformity is due to the fault or negligence of NEUROBRIDGE the Client's only remedy is as follows:

- (a) NEUROBRIDGE will re-perform the non-conforming Services without charge (to the extent that such act adequately remedies the relevant breach) within ninety (90) days after the original delivery date; and
 - (b) if NEUROBRIDGE is unable to re-perform the Services within such period or if re-performance does not adequately remedy the relevant breach NEUROBRIDGE shall give the Client credit in the amount assigned to the Deliverable or Services pro-rata. Such credit must be used by the Client within a twelve (12) month period following the date the credit is granted and may be used in respect of any existing or new Customer Order.
- 3.5 If the Client does not accept a Deliverable or Services pursuant to this clause 3 and the Parties remain unable to agree on re-performance or final conformity the issue shall be referred to the process under clause 8.
- 3.6 **DISCLAIMER FOR CLIENT AND LICENSED USERS: The Services are intended for educational and informational purposes only. The Services are not intended to replace or substitute professional support, advice or treatment in any manner. NEUROBRIDGE cannot diagnose health (medical or mental) conditions or prescribe medical interventions. Licensed Users should seek advice from qualified health professionals for any specific concerns. The Services should not be used to counteract or change professional health opinions or advice. If any conflict or contradiction arises between the Services and health advice a Licensed User receives, the Licensed User should default to the professional's recommendations. In each case the Licensed User is responsible for ensuring the Services align with any healthcare advice they receive from healthcare professionals. Any actions taken by the Client or a Licensed User as a result of the Services are undertaken at their discretion and risk. NEUROBRIDGE cannot be held liable for the consequences of any decisions or actions taken arising from the Services.**

4. CLIENT DUTIES

- 4.1 *In respect of the Subscription Services the Client undertakes that:*
- (a) *the maximum number of Authorised Users that the Client authorises to access and use the Subscription Services shall not exceed the number set out in the Customer Order;*
 - (b) *it will not allow or suffer any User Subscription to be used by more than one individual Licensed User unless expressly permitted by NEUROBRIDGE on a case-by-case basis;*
 - (c) *it will no more frequently than once per year, in the case of physical audits, permit NEUROBRIDGE or its designated auditor to audit the Subscription Services proper use; and*
 - (d) *it will supervise and control use of the Subscription Services and ensure they are used by Licensed Users only in accordance with the terms of this Agreement and the EULA.*
- 4.2 The Client warrants and represents to NEUROBRIDGE that:
- (a) to the best of the Client's knowledge and belief, all Client Materials and information provided by or on behalf of the Client to NEUROBRIDGE are accurate, complete, not misleading and is supplied pursuant to applicable data protection laws;
 - (b) any Client Materials and data supplied or made available to NEUROBRIDGE will comply with the requirements of all Applicable Laws in force from time to time;
 - (c) all third-party licences, authorisations and consents that may be required to enable NEUROBRIDGE to use Client Materials as envisaged under the terms of this Agreement and any Customer Order will be obtained in advance by the Client and at the Client's cost;
 - (d) the Client has in force and will comply with appropriate policies with respect to employment, data protection, modern slavery, bribery, workplace safety, behaviour and harassment; and
 - (e) the Client shall do nothing which damages the reputation of NEUROBRIDGE.
- 4.3 The Client hereby indemnifies NEUROBRIDGE in respect of breach of clause 4.1 and clause 4.2 by the Client or any Client Affiliate subject to the limitations in clause 14. Additional eligibility restrictions are set out in clause 4A.

4A. COMPETITOR ACCESS AND EXCLUSION

4A.1 The Client represents and warrants that, at the time of entering into this Agreement and throughout the Term, it is not a direct competitor of NEUROBRIDGE and shall not use the Subscription Services for competitive analysis, benchmarking, or for any other purpose that is detrimental to NEUROBRIDGE's business.

4A.2 NEUROBRIDGE reserves the right to deny or revoke access to the Subscription Services and/or terminate this Agreement and/or any Customer Order with immediate effect, without refund, if it reasonably determines that the Client or any Licensed User is a direct competitor, or is acting on behalf of, or providing access to, a direct competitor.

4A.3 For the purposes of this clause, a "direct competitor" means any individual, company, organisation or entity that offers products or services substantially similar to, or in direct competition with, NEUROBRIDGE's neurodiversity-related workplace platforms, training services, consultancy services, or inclusion-focused support tools.

4A.4 In the event of termination pursuant to this clause 4A, NEUROBRIDGE shall have no obligation to refund any Fees paid or payable by the Client and may take further action in accordance with clause 14 and clause 12 (IP Rights).

5. FEES

- 5.1 The Client will pay NEUROBRIDGE the Fees in respect of the Services and Deliverables in the amounts and on the terms of the applicable Customer Order.
- 5.2 Subject only to clause 5.3 and clause 8 (Change Management) and to the express terms of any Customer Order, Fees are fixed at the amounts in the applicable Customer Order for the period of that Customer Order.
- 5.3 Subscription Fees are non-cancellable and non-refundable.
- 5.4 For the avoidance of doubt the Client should be aware that NEUROBRIDGE's fees are reviewed regularly during each year, in respect of each new Customer Order, in respect of quotations or estimates, and pursuant to Change Management requests. Such reviews shall not affect any Subscription Fees paid in advance.
- 5.5 Fees are exclusive of Expenses, VAT and other applicable taxes, but Fees do include costs of the restricted rights to use the Licensed Materials pursuant to clause 12 and the EULA.

6. EXPENSES

- 6.1 The Client shall reimburse any pre-agreed Expenses reasonably incurred by NEUROBRIDGE in the delivery of the Services.
- 6.2 If the Client requires NEUROBRIDGE to comply with an expenses policy this must be reasonable and be provided to NEUROBRIDGE in advance in writing.
- 6.3 If Consultants are required to travel outside their home country in connection with the provision of the Services, NEUROBRIDGE shall be responsible for any necessary insurances and immigration requirements.

7. PAYMENT TERMS

- 7.1 NEUROBRIDGE shall invoice the Client for the Fees as specified in the Customer Order.
- 7.2 Unless otherwise agreed in a Customer Order, Expenses shall be aggregated and invoiced monthly in arrears.
- 7.3 Unless otherwise agreed in a Customer Order, all sums referred to in this Agreement shall be payable within thirty (30) days of date of invoice by electronic transfer (at the Client's cost) in full without deduction, withholding or set-off. Subscription Fees are due and payable under the terms of the Customer Order.
- 7.4 All Fees and Expenses are charged and are payable in British Pounds Sterling unless otherwise agreed in a Customer Order and the Client shall bear all bank charges. Where converting from the agreed currency for any reason (including Expenses) the rate used will be the rate set out in the Financial Times as at the date of the transaction between NEUROBRIDGE and that third party.
- 7.5 If any invoice or part thereof is not paid by its due date NEUROBRIDGE shall have the right at its sole discretion to:
 - (a) delay or suspend delivery of all or part of a Customer Order (which may incur postponement charges);
 - (b) charge interest on the outstanding sums at a rate of two per cent (2%) above the base rate for The Royal Bank of Scotland PLC, such interest payments to accrue daily on a compounded basis; and/or
 - (c) charge and recover all unavoidable third party late payment fees and/or costs incurred in connection with the pursuance and/or recovery of outstanding monies from the Client; and/or
 - (d) treat non-payment after a further reminder to remedy as a material breach and terminate the applicable Customer Order or this Agreement in full.
- 7.6 Where Fees are paid in advance those Fees are non-refundable and no credit will be available unless expressly set out in the applicable Customer Order or agreed pursuant to clause 8.

8. CHANGE CONTROL & DISPUTE MANAGEMENT

- 8.1 If the Client wishes to make a material change to a Customer Order (including changes to the scope, timing or execution of the Services):
- (a) the Client shall notify NEUROBRIDGE in writing and provide as much detail as NEUROBRIDGE reasonably requires of the proposed changes, including the timing of the proposed change PROVIDED ALWAYS that such changes must be reasonably within the type of Services and spirit of the original Customer Order;
 - (b) NEUROBRIDGE shall, as soon as reasonably practicable after receiving the notice and information at clause 8.1(a), provide the Client a draft amendment order setting out the proposed change to the Customer Order or, where the change amounts to an additional programme of services, will propose an additional Customer Order to cover the change; and
 - (c) where the change has the effect of postponing performance of some or all of a Customer Order, Fees shall be assessed pursuant to clause 8.3.
- 8.2 If the Parties are able to agree the terms of the amendment order or a new Customer Order, the authorised representatives shall agree and approve terms in writing (or in a Customer Order). Any and all changes relating to NEUROBRIDGE IP Rights must be signed by a Registered Company Director of NEUROBRIDGE. If the Parties are unable to agree the amendment order or new Customer Order then, without prejudice to the rights of the Parties under the other clauses of this Agreement, either Party may require the disagreement to be dealt under clause 8.4.
- 8.3 Transfer of Services between Licensed Users it not permitted other than pursuant to the Customer Order.
- 8.4 In the event of any material controversy, dispute or claim arising out of or relating to this Agreement or a Customer Order ("**Dispute**"), the Parties shall observe the following process:
- (a) The Parties shall promptly refer the Dispute to their respective Customer Order contacts. Those individuals shall consult and negotiate with each other and, recognising their mutual interests, attempt to reach a settlement satisfactory to both Parties.
 - (b) Where the Dispute cannot be settled under (a) the Parties shall refer the Dispute to a Director of each Party.
 - (c) Where the Parties are able to settle the Dispute under (a) or (b) above the terms of the settlement shall be agreed in writing by the Parties and signed by the team leader or Director as appropriate and any agreed amendments shall come into effect.
 - (d) If the Directors cannot agree a settlement under this clause 8.4 within 20 Working Days of referral under Clause 8.4(a) the Parties may agree to appoint an independent third party to mediate a settlement or shall otherwise have recourse to their other rights under this Agreement.

9. CONFIDENTIAL INFORMATION AND PUBLICITY

- 9.1 Each Party ("**Recipient**") acknowledges that prior to and in the course of the Agreement it will receive and have access to Confidential Information of the other Party ("**Discloser**") and that this clause 9 replaces the Existing NDA (if any) as from the Commencement Date.
- 9.2 Recipient undertakes that it will respect and preserve the confidentiality of the Confidential Information using the same care, security and diligence that the Recipient uses to protect its own proprietary and confidential information, but in no case less than reasonable care, security and diligence and accordingly will not, without the prior written consent of Discloser either:
- (a) communicate or otherwise make available the Confidential Information to any third party (other than an employee or contractor of the Recipient who requires the Confidential Information in connection with their employment and then only if the employee is bound by conditions of secrecy no less strict than those set out herein which the Recipient hereby agrees to maintain and enforce); and/or
 - (b) use the Confidential Information for any purpose other than the execution and delivery of this Agreement.
- 9.3 The obligations in clause 9.1 and clause 9.2 shall not apply or shall cease to apply to such of the Confidential Information as:
- (a) is already or has become public knowledge other than through the fault of Recipient; or
 - (b) is received from a third party who did not acquire it in confidence from the Discloser or from someone owing a duty of confidence to the Discloser; or
 - (c) was already known to Recipient prior to disclosure by the Discloser.
- 9.4 Recipient may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority, or by a court or other authority of

competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the Discloser as much notice of this disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 9.4, it takes into account the reasonable requests of the Discloser in relation to the content of this disclosure.

- 9.5 Each Party acknowledges that the other Party's databases, including non-public mailing lists, and customer lists, or parts thereof, are and remain the Confidential Information and property of that Party and that all pre-contractual tenders, bids and associated documentation generated by NEUROBRIDGE is the Confidential Information of NEUROBRIDGE.
- 9.6 Nothing in this Agreement shall prevent NEUROBRIDGE from using the name of the Client in NEUROBRIDGE's list of clients for NEUROBRIDGE's own promotional purposes, unless the Client has notified NEUROBRIDGE in writing that the Client is unwilling for such use.
- 9.7 Client acknowledges that NEUROBRIDGE may need to refer a Licensed User to a health professional if NEUROBRIDGE suspects that the Licensed User is a risk to themselves or others but shall not be obliged to disclose this to the Client unless there risk of immediate harm.
- 9.8 Subject to clause 9.6 neither Party shall make any announcement or otherwise publicise the existence of this Agreement without the other's prior written consent, which consent shall not be unreasonably withheld or delayed.

10. DATA PROTECTION

- 10.1 In the event that the provision of the Services and/or the supply, receipt or use of the of any Deliverable requires the processing of any Personal Data (as defined under Data Protection Laws), the Parties shall comply with the provisions and obligations imposed on them by the Data Protection Laws at all times when processing Personal Data in connection with the Agreement.
- 10.2 Each Party shall assist the other in complying with all applicable requirements of the Data Protection Laws in relation to the Personal Data. In particular, each Party shall:
 - (a) assist the other Party, at the cost of the other Party, in ensuring compliance with its obligations under the Data Protection Laws, with respect to security, personal data breach notifications, data protection impact assessments and consultations with supervisory authorities or regulators;
 - (b) notify the other Party without undue delay on becoming aware of any breach of the Data Protection Laws;
 - (c) use compatible technology for the processing of Personal Data to ensure that there is no lack of accuracy resulting from personal data transfers; and
 - (d) maintain complete and accurate records and information to demonstrate its compliance with this clause 10.
- 10.3 NEUROBRIDGE shall comply with its published Privacy Policy www.neurobridgeportal.com/privacy-policy in respect of both Client data and Licensed User data.

11. DELIVERABLE USE AND ASSUMPTIONS

- 11.1 *All information necessary for the performance of a specific Customer Order must be provided to NEUROBRIDGE in respect of that Customer Order. NEUROBRIDGE will not audit, test or otherwise verify the Client information or User Materials unless this expressly required to do so in a Customer Order.*
- 11.2 *The Client shall apply the Client's independent business judgement to evaluate any advice or recommendations that NEUROBRIDGE gives the Client, whether in Deliverables or otherwise. The Client will be responsible for:*
 - (a) *ensuring that the Deliverables are used for the Permitted Use only (as defined in clause 12.1) only;*
 - (b) *for deciding whether NEUROBRIDGE's recommendations makes sense in the context of the Client's business;*
 - (c) *for deciding whether the Client wishes to rely on, implement or act on those recommendations; and*
 - (d) *for taking the actions necessary to realise any expected benefits.*

12. IP RIGHTS

- 12.1 **"Permitted Use"**: the Deliverables are provided and licensed to the Client and each Licensed User for the exclusive internal business purposes of the Client and any named Client Affiliate, which purposes and companies are identified in the applicable Customer Order subject to this Clause 12. Within this Permitted Use:
 - (a) The Client may access materials relevant to the Client's necessary access to the Services, but shall not have access to or any rights in materials created by a Licensed User. The Client must reproduce all copyright and other notices on the Deliverables, and all copies shall be part of the Deliverables.

- (b) The Client may not make the Deliverables available in any manner to any individual who is not a Licensed User or to other third parties, nor will the Client allow Licensed Users to do so;
 - (c) The Client will use the Deliverables for the Client's internal business purposes only, and will not use the Deliverables to provide any services to third parties;
 - (d) Neither Client nor Licensed Users may adapt, copy, modify, improve, translate, exploit or create derivatives of the Deliverables for any purpose, unless the Client has NEUROBRIDGE's express permission in writing; and
 - (e) The Client and Licensed Users will safeguard the Deliverables from theft or from access by any other persons (including commercial organisations).
- 12.2 The Deliverables may not made available by the Client on-line (internally or externally) and may not be used for any other purpose, recited or referred to in any document, copied, published or made available (in whole or part) to any other person or business without NEUROBRIDGE's express, prior written consent and NEUROBRIDGE may, at its discretion, charge additional Fees for such additional usage.
- 12.3 Nothing in this Agreement shall grant the Client any rights in or to any NEUROBRIDGE rights to pitches, concepts, proposals, materials, data or drafts which are rejected by the Client, or to any applications, methodologies, processes or procedures used, created or developed by NEUROBRIDGE in the conduct of its business.
- 12.4 **THE PERMITTED, CORRECT AND APPROPRIATE USE OF NEUROBRIDGE's IP RIGHTS AND NEUROBRIDGE MATERIALS IS A FUNDAMENTAL OBLIGATION OF THE CLIENT AND A CONDITION TO THE GRANT OF RIGHTS UNDER THIS AGREEMENT. Breach by the Client (including any Client Affiliate or Licensed User) of any NEUROBRIDGE IP Rights or associated obligations and/or the misuse or infringement of the NEUROBRIDGE Materials by the Client (including any Client Affiliate or Licensed User), will be a material and fundamental breach of this Agreement entitling the NEUROBRIDGE (a) to terminate this agreement and/or each Customer Order (in whole or in part) forthwith without refund or liability and/or (b), to claim against the Client on an indemnity bases, and/or (c) may also entitle NEUROBRIDGE to initiate legal proceedings.**
- 12.5 NEUROBRIDGE warrants that so far as NEUROBRIDGE is aware the use of the Deliverables (excluding User Materials) by the Client pursuant to this Agreement will not infringe any third party copyright. NEUROBRIDGE does not carry out any legal or formal searches, investigations or clearance exercises in respect of the Deliverables or any IP Rights (including associated brands, patents, designs or trade marks) unless such searches and investigations are specified, scoped and costed for in a Customer Order.
- 12.6 NEUROBRIDGE accepts no liability or responsibility to the Client and/or any Client Affiliate and/or any third party in respect of any Deliverables in draft form or Deliverable used or transmitted in breach of clause 12.1 or clause 12.2 above.
- 12.7 The Client agrees to indemnify, and hold harmless NEUROBRIDGE, its successors and affiliates and subsidiary corporations and their respective officers, directors, and employees from any and all losses, damages, demands, claims, and/or liabilities (including, but not limited to, personal injury or product liability claims and reasonable legal costs and expenses) ("**Claim(s)**") suffered or incurred by NEUROBRIDGE arising out of or in any manner connected with breach of this clause 12 or any other misuse of NEUROBRIDGE IP Rights by the Client, Client Affiliates, and/or Licensed Users.
- 12.8 Each Party agrees that nothing in this Agreement or any Customer Order shall grant the other Party any rights in or access to the other Party's databases, contact/client lists, mailing lists or other compilations of information whether gathered pursuant to the Services or otherwise unless a director of the owning Party has specifically agreed the terms upon which such rights or access may be granted. Each Party asserts its rights (including confidentiality, copyright and database rights) in respect of that Party's information and databases whether or not such access rights are granted to the other Party.
- 13. LIABILITY**
- 13.1 For the purposes of this clause "**Losses**" shall be defined as any loss, liability, damage, cost, charge or expense of whatever nature and howsoever caused arising under or in connection with this Agreement and including interest.
- 13.2 Without prejudice to any defence which NEUROBRIDGE may have, the Client agrees that NEUROBRIDGE will not be liable to the Client (or any Client Affiliate) for Losses unless, and then only to the extent that, such Losses are finally determined to have resulted from NEUROBRIDGE's breach of contract or negligence, subject always to the following provisions, NEUROBRIDGE:
- (a) will not be liable for any Losses arising out of the Client's use of Deliverables, Services or advice for any purpose other than the Permitted Use with the scope of the applicable Customer Order;

- (b) will not be liable for Losses arising from the acts or omissions of any person other than NEUROBRIDGE; and
- (c) shall have no liability for or to Client Affiliates [or Client suppliers]
- 13.3 *NEUROBRIDGE's total liability to the Client for any and all Losses arising from or in any way in connection with this Agreement (including under the EULAs) of whatever nature (whether in contract, tort (including, without limitation, negligence), under statute or otherwise) shall not exceed an amount equal to 125% of the Fees paid or payable by the Client to NEUROBRIDGE under the Customer Order, the subject of the Claim*
- 13.4 The Client's total liability to NEUROBRIDGE for any and all Losses arising from or in any way in connection with this Agreement of whatever nature (whether in contract, tort (including, without limitation, negligence), under statute or otherwise) shall not exceed:
 - (a) For non-indemnified claims: an amount equal to 125% of the Fees paid or payable by the Client to NEUROBRIDGE under the Customer Order the subject of the Claim; and
 - (b) For indemnified claims (other than in respect of the indemnities in clause 12 which shall remain uncapped): £500,000.00 per claim or series of related claims.
- 13.5 In no event shall NEUROBRIDGE be liable to the Client or any Client Affiliate, whether in contract, statute, tort (including, without limitation, negligence) or otherwise for:
 - (a) loss or damage incurred as a result of third party claims;
 - (b) loss of profit, goodwill, business opportunity or anticipated savings,
 - (c) loss of or corruption to data, loss of revenues or wasted management or staff time; or
 - (d) incidental, special, punitive, exemplary, indirect or consequential loss or damage;which the Client may suffer, howsoever caused and whether or not the Client or NEUROBRIDGE knew, or ought to have known, that such excluded Losses would be likely to be suffered by the Client.
- 13.6 Nothing in this Agreement shall exclude, restrict (or prevent a claim being brought in respect of) any liability arising from death, personal injury, fraud or other liabilities which cannot lawfully be limited or excluded. Neither Party may benefit from any limitations and exclusions set out in this Agreement in respect of any liability arising from its deliberate default.
- 13.7 Any claim or action brought by the Client under or in connection with the Agreement must be brought by written notice within twenty-four (24) months of the date on which the Client became, or ought reasonably to have become, aware of the event having occurred or Client having grounds to make a claim in respect of the event. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail. Unless the Client notifies NEUROBRIDGE that it intends to make a claim in respect of an event within this period, NEUROBRIDGE shall have no liability for that event.
- 13.8 The Parties agree that any condition, warranty representation or other term concerning the performance of the Services which might otherwise be implied into or incorporated in this Agreement, whether by statute, common law or otherwise, is excluded to the maximum extent permitted by law.
- 13.9 For the purposes of this clause "NEUROBRIDGE" includes all NEUROBRIDGE employees, sub-contractors, licensors and suppliers who shall have the benefit of the limits and exclusions of liability set out in this clause 13 under the terms of the Contracts (Rights of Third Parties) Act 1999.
- 13.10 The provisions of this clause 13 shall survive on termination of this Agreement.

14. TERMINATION

- 14.1 Notwithstanding the provisions of clause 2.2 either Party may terminate this Agreement forthwith by notice in writing to the other if the other Party:
 - (a) is in material breach of any of the terms of this Agreement and, in the case of a breach capable of remedy, fails to remedy such breach within thirty (30) days of receipt of written notice giving full particulars of the breach and of the steps required to remedy it; or
 - (b) (being a company) passes a resolution for winding up (otherwise than for the purposes of a solvent amalgamation or reconstruction) or a court makes an order to that effect; or
 - (c) (being a partnership or other unincorporated association) is dissolved; or
 - (d) becomes or is declared insolvent or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or
 - (e) has a liquidator, receiver, administrator, administrative receiver, manager, trustee or similar officer appointed over any of its assets (other than for purposes of amalgamation or reconstruction); or
 - (f) ceases, or threatens to cease, to carry on business.

- 14.2 Without affecting any other right or remedy available to it, NEUROBRIDGE may terminate this Agreement and/or any affected Customer Order and/or User Subscriptions and/or EULA with immediate effect by giving written notice to the Client:
- (a) if the Client is in breach of clause 12; and/or
 - (b) if the Client is in breach of clause 4A;
 - (c) if the Client or a Licensed User is in breach of the terms of use of any EULA;
 - (d) if the Client fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than thirty (30) days after being notified in writing to make such payment; or
 - (e) if the Client is persistently uncooperative, unreasonable or fails to deliver Client dependencies or its obligations; and/or
 - (f) if, in NEUROBRIDGE's reasonable opinion, conditions develop which impair the successful completion of the Services, or which lead to a conflict of interest or if issues of an ethical nature arise.
- 14.3 If NEUROBRIDGE terminates this Agreement pursuant to clause 14.2 then NEUROBRIDGE shall be entitled to Fees and Expenses for the Services that have been supplied and all Expenses incurred by NEUROBRIDGE up to the date of termination and NEUROBRIDGE shall have no liability to the Client for any losses, costs or damages as a result of such termination PROVIDED ALWAYS that Subscription Fees are non-refundable.
- 14.4 Unless agreed otherwise in the Customer Order, if the Client terminates one or more Services or Customer Orders (or part thereof) without cause the following shall apply:
- (a) Notwithstanding any other clause of this Agreement, Subscription Fees are non-refundable and User Subscriptions are non-transferrable other than within the strictly limited and express terms of the Subscription Customer Order.
- 14.5 Termination of this Agreement shall not affect 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 breaches of the agreement which existed at or before the date of termination.
- 14.6 Clauses 5, 6, 9, 10, 12, 13, 14, 15 and 18 and any other clauses which are expressed to or intended to survive termination shall survive termination of this Agreement and shall continue with full force and effect.

15. FORCE MAJEURE

- 15.1 ***"Force Majeure Event"** means any circumstance not within a party's reasonable control including, without limitation:*
- (a) *acts of God, flood, drought, earthquake or other natural disaster;*
 - (b) *epidemic or pandemic;*
 - (c) *terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;*
 - (d) *any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition;*
 - (e) *collapse of buildings, fire, explosion or accident;*
 - (f) *any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this clause, or companies in the same group as that party); and*
 - (g) *interruption or failure of utility service, including internet outage.*
- 15.2 *If either Party is affected by a Force Majeure Event, ("**Affected Party**") that Affected Party shall promptly notify the other Party in writing (with email confirmation) of the date on which the Force Majeure Event started, its likely or potential duration, and the effect of the Force Majeure Event on the Affected Party's ability to perform any of its obligations under the Agreement.*
- 15.3 *The Affected Party shall use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations under this Agreement.*
- 15.4 *Provided that the Affected Party has complied with clause 16.2 and clause 16.3 the Affected Party shall not be in breach of this Agreement or otherwise liable for any such failure or delay in the performance to the extent that the delay or non-performance is due to the Force Majeure Event. The time for performance of the affected obligations shall be extended accordingly. The Affected Party shall give prompt written notice to the other Party of the cessation of the Force Majeure Event and shall recommence full performance of the affected obligations forthwith.*
- 15.5 *If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than three (3) months the other Party may terminate this Agreement by giving at least one (1) week's written notice to the Affected Party. Obligations and liabilities accrued at the date of termination or withdrawal shall survive.*

16. NOTICES

- 16.1 Any notice given under this Agreement shall be in writing and signed by or on behalf of the Party giving it and shall be served by delivering it personally or sending it by pre-paid recorded delivery or registered post to the relevant Party at its registered office for the time being notified by the relevant Party to the other Party. Any such notice shall be deemed to have been received:
- (a) if delivered personally, at the time of delivery; and
 - (b) in the case of pre-paid recorded delivery or registered post, 48 hours from the date of posting.
- 16.2 In addition, all such formal notices to NEUROBRIDGE shall on date of posting under clause 17.1, be copied by email as "URGENT" to joshgoodison@neurobridge.co.uk but this shall not be deemed formal notice for the purposes of this clause.
- 16.3 In proving such service, it shall be sufficient to prove that the envelope containing such notice was addressed to the address of the relevant Party and delivered either to that address or into the custody of the postal authorities as a pre-paid recorded delivery or registered post.

17. MISCELLANEOUS

- 17.1 Nothing in this Agreement is intended to create a partnership or legal relationship of any kind that would impose liability on one Party for the act or failure to act of the other Party, or to authorise Party to act as agent for the other Party. Neither Party shall make representations, act in the name of, on behalf of or otherwise bind the other Party.
- 17.2 Except as otherwise provided for under this Agreement, neither Party shall assign, transfer, charge or otherwise deal with all or any of its rights under this Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed.
- 17.3 Each Party acknowledges and agrees with the other Party that this Agreement constitutes the entire agreement and understanding between NEUROBRIDGE and the Client and supersedes any previous agreement (including any non-disclosure, confidentiality or secrecy agreement or heads of terms) between them relating to the engagement of NEUROBRIDGE (which shall be deemed to have been terminated at the Commencement Date by mutual consent).
- 17.4 No variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the Parties.
- 17.5 Unless expressly stated otherwise in this Agreement or a Customer Order, no person other than NEUROBRIDGE and the Client shall have any rights under this Agreement. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement unless expressly agreed otherwise as an express amendment to this Agreement. The terms of this Agreement (or any of them) may be varied, amended, modified, suspended, cancelled or terminated by agreement in writing between the Parties (in each case), without the consent of any third party.
- 17.6 If any provision or term of this Agreement or any part thereof shall become or be declared illegal, invalid or unenforceable for any reason whatsoever such terms or provisions shall be severable from this Agreement in the jurisdiction in question PROVIDED ALWAYS that if any such deletion substantially affects or alters the commercial basis of this Agreement the Parties shall negotiate in good faith to amend and modify the provisions and terms of this Agreement as may be necessary or desirable in the circumstances.
- 17.7 No whole or partial waiver of any breach of this Agreement shall be held to be a waiver of any other or any subsequent breach. The whole or partial failure of either Client or NEUROBRIDGE to enforce at any time the provisions of this Agreement shall in no way be construed to be a waiver of such provisions nor in any way affect the validity of this Agreement or any part of it or the right of either Party to enforce subsequently each and every provision.
- 17.8 This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, and all the counterparts together shall constitute one and the same instrument.
- 17.9 Each Party warrants that the person in agreement with these Terms of Service has the due authority of that Party to enter into this Agreement on its behalf.

18. GOVERNING LAW AND JURISDICTION

- 18.1 This Agreement shall be governed by and construed in accordance with the laws of England and Wales.
- 18.2 Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with these Terms of Service.