

Definely**SOFTWARE LICENCE AGREEMENT**

Please refer to the Definely Commercial Licence Agreement (Standard + Cloud + UK Based Customer) for cloud builds

Please refer to the Definely Commercial Licence Agreement (Standard + Local) for local definely builds.

Definely

**DEFINELY COMMERCIAL LICENCE AGREEMENT (STANDARD + CLOUD + UK BASED
CUSTOMER)**

THIS AGREEMENT IS DATED [] (the “Effective Date”)

20/01/2026

BETWEEN:

- (A) **DEFEYENE LEGAL SOLUTIONS LIMITED**, a company registered in England and Wales (registered number 10721979) whose registered office is at 2 Leman Street, Aldgate Tower, London, E1 8FA (the **Provider**); and
- (B) **[]**, a company registered in **[]** (registered number **[]**) whose registered office is at **[]**, (the **Customer**),
- each a **party** and together the **parties**.

BACKGROUND:

- (A) The Provider has developed a drafting and reviewing software application which it makes available to subscribers as an add-in to Microsoft Word.
- (B) The Customer wishes to use the Services in its business.
- (C) The Provider has agreed to provide and the Customer has agreed to take the Services subject to the terms and conditions of this Agreement.

1. Definitions and interpretation

- 1.1. In this Agreement, except where the context otherwise requires, the following words shall have the following meanings:

Agreement means this software licence agreement;

Authorised User means any employee, member, partner or officer of the Customer to whom the Customer has provided access to and use of the Software on the terms of this Agreement, provided that the total number of employees, members, partners or officers (as the case may be) with access to and use of the Documentation at any point in time shall not exceed the Authorised Users Limit (and **Authorised Users** shall be interpreted accordingly);

Authorised Users Limit means an initial total of 15 Authorised Users and thereafter any subsequent total agreed between the parties in accordance with clauses 10.3 and 10.4;

Back-up means a copy which is made of the Software or data on to a separate storage device to enable the system to be restored in the event of a failure.

Business Day means a day other than a Saturday, Sunday or public holiday in any of the offices of the Customer in which any Authorised User is permanently based;

Confidential Information means confidential or proprietary information, including but not limited to details relating to this Agreement, the Software, the Documentation, trade secrets, Personal Data any information clearly identified at the time of disclosure as confidential, but shall not include information that:

- (a) is or becomes a part of the public domain through no act or omission of the receiving Party;
- (b) is lawfully disclosed to the receiving Party by a third party without an obligation of nondisclosure or secrecy; or
- (c) was already in the receiving Party's possession prior to the Effective Date.

Data Processing Schedule means Schedule 3;

Data Protection Legislation means the Data Protection Act 2018 and the General Data Protection Regulation (2016/679), as amended or replaced from time to time, and any applicable laws implementing it;

Documentation means the FAQ, tutorial and installation guides and other documentation made available to the Customer by the Provider from time to time in connection with the delivery of the Services;

Enhancements means any enhancements or modifications to the Software specifically requested by the Customer pursuant to clause 11;

Force Majeure Event has the meaning given to it in Clause 13;

Inflation Rate means the inflation rate in the United Kingdom for the preceding 12 months as reported by the United Kingdom Office of National Statistics in its Retail Price Index;

Initial Term means 12 months from the Effective Date;

Intellectual Property Rights means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks, trade names, service marks and domain names, rights in get-up and trade dress, goodwill and the rights to sue for passing off or unfair competition, design rights, semi-conductor topography rights, database rights, confidential information (including know-how and trade secrets and the rights to use and protect confidential information) and all other intellectual property rights, in each case whether registered or unregistered and including all applications, registrations granted pursuant to any of the

applications and rights to apply for and be granted, renewals or extensions of and rights to claim priority from such rights, and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

Licence means the licence in respect of the Software granted by the Provider to the Customer in accordance with clause 2;

Licence Fee means the fees calculated in accordance with Schedule 1 payable by the Customer to the Provider in accordance with the terms of clause 10;

Licence Term means, subject to clause 12, the Initial Term and any Subsequent Terms as more fully set out in clause 2.2;

Personal Data means all information about an individual that is personal data for the purpose of the Data Protection Legislation and which is provided by the Customer to, or collected or held by, the Provider in connection with this Agreement.

Services means the drafting and reviewing add-in subscription service provided by the Provider and delivered to the Customer via the Licence and as set out in accordance with the terms of this Agreement and the Documentation;

Service Levels means the service levels set out in Schedule 2 and the Data Processing Agreement;

Software means the drafting and reviewing add-in software provided by the Provider;

Software Licence means the licence granted to the Customer to use the Software as detailed in clause 2;

Subsequent Term means each 12 month period following the Initial Term; and

Third Party Software means all third party software included in the Software or provided to the Customer pursuant to this Agreement.

1.2. In this Agreement:

- (A) each reference to a person includes a body corporate, unincorporated association of persons (including a partnership), government, state, agency, organisation, and any other entity whether or not having a separate legal personality and an individual, his estate and personal representatives;
- (B) each reference to a party to this Agreement includes a reference to the successors or assigns (immediate or otherwise) of that party;
- (C) any reference importing a gender includes the other genders;
- (D) the words including and include shall mean including without limitation and include without limitation, respectively;
- (E) references to writing and written includes email;
- (F) each reference to a document is to that document as amended, varied, assigned or novated from time to time otherwise than in breach of this Agreement or that document;
- (G) each reference to a clause or schedule is to a clause or paragraph of, or a schedule to, this Agreement;
- (H) the Schedules form part of this Agreement; and
- (I) the headings do not affect the interpretation of this Agreement.

2. Licence

- 2.1. In consideration for the Customer paying the Licence Fee to the Provider, the Provider shall, throughout the Licence Term, grant to the Customer, a personal, non-transferable, non-exclusive limited licence to use the Software, in accordance with the terms of this Agreement (the **Licence**).
- 2.2. Subject to clause 12, the Licence shall commence on the Effective Date and shall remain in force for the Initial Term. At the end of the Initial Term, the Agreement shall automatically renew for further periods of one year (each a **Subsequent Term**), unless terminated in accordance with the terms of this Agreement.
- 2.3. The Customer may only use and operate the Software:
 - (A) where applicable, in respect of the Authorised Users; and
 - (B) in accordance with the terms of this Agreement.
- 2.4. The Customer shall not, and shall not attempt to:
 - (A) provide access to or use of the Documentation to any employee, member, partner or officer of the Customer other than the Authorised Users unless otherwise agreed in writing between the parties;
 - (B) transfer, sell, resell, rent, lease, assign, distribute, display, disclose, licence, lend or otherwise commercially exploit the Software, Software Licence or Documentation, nor make them available, to any third party;
 - (C) modify the Software or merge it with other software, without the Provider's prior written consent;

- (D) decompile, reverse engineer, adapt, develop, disassemble, analyse or access the source code of all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means, save as permitted by applicable law in the United Kingdom; and
- (E) copy the Software, except for Back-up or security purposes, or where the Provider has granted an additional Software Licence to use a copy on another processor.

3. Service Levels

With effect from the Effective Date and for the Licence Term, the Provider agrees to provide the Services to the Customer in accordance with the Service Levels.

4. Title

- 4.1. All right, title and interest (including all Intellectual Property Rights) and ownership in the Software, any Documentation and any Enhancements remain vested in the Provider or the Provider's third party licensors at all times and the Customer has only those rights to use the Software and Documentation as set out in this Agreement.
- 4.2. In providing the Customer with the Software and the Services, the Provider may provide the Customer with materials such as documents, schematics, test equipment, software (including diagnostic software) and associated media. All such materials shall remain the exclusive property of the Provider and shall be for the Provider's sole use and may not be reproduced in any form without the Provider's prior written consent.

5. Provider's obligations

- 5.1. The Provider undertakes that:
 - (A) it holds full title in and to the Software and has the right to grant the rights and licences set out in this Agreement;
 - (B) the Software is removeable from any laptop to which it is installed by deleting the programme;
 - (C) the Services will be performed substantially in accordance with the Documentation and with reasonable skill and care;
 - (D) it will comply with any applicable laws and regulations with respect to its activities under this Agreement; and
 - (E) during the Licence Term, the Software will be free from material defects which prohibit the Customer from receiving the Services in the manner envisaged under this Agreement.
- 5.2. Notwithstanding Clause 5.1, the Provider does not warrant that the Customer's use of the Services will be uninterrupted or error-free; or that the Services, Documentation and/or the information obtained by the Customer through the Services will meet the Customer's requirements.

6. Customer's obligations

- 6.1. The Customer shall:
 - (A) use the Software solely for its own business purposes;
 - (B) provide the Provider with: (i) all necessary co-operation in relation to this Agreement; (ii) reasonable ongoing feedback in relation to the Services; and (iii) all necessary access to such information as may be reasonably required by the Provider in order to provide the Services;
 - (C) carry out all other Customer responsibilities set out in this Agreement in a timely and efficient manner;
 - (D) comply with all applicable laws and regulations with respect to its activities under this Agreement;
 - (E) ensure that the Authorised Users use the Services and the Documentation in accordance with the terms and conditions of this Agreement and shall be responsible for any Authorised User's breach of this Agreement;
 - (F) not allow any persons, other than authorised persons acting for the Provider (which may include the Provider's sub-contractors acting under the Provider's instructions) to carry out any maintenance or update to the Software without prior written approval from the Provider;
 - (G) ensure that each person having access to the Software :
 - (i) is an Authorised User;
 - (ii) is using the Software only in accordance with the terms of this Agreement; and
 - (iii) keeps all passwords/ID numbers confidential.

7. Confidentiality

- 7.1. The Parties acknowledge that each may have, by virtue of this Agreement, access to Confidential Information. Each Party shall protect the confidentiality of the Confidential Information with the same degree of care used by such Party to protect the confidentiality of its own Confidential Information, but in no event less than a reasonable degree of care. Provided that either Party may disclose the Confidential Information solely to the extent required by subpoena, court order or other governmental authority after giving prompt notice to the other Party of its intention to disclose.
- 7.2. Each Party shall be responsible for a breach of confidentiality by its employees, members, partners or officers and any other of its affiliates having access to the Confidential Information.
- 7.3. Each Party acknowledges that the Confidential Information is commercially valuable, proprietary information and that damages would not be an adequate remedy for breach of this clause 7 and therefore, the non-breaching Party (without limiting its other rights and remedies) shall be entitled to seek such equitable remedies as are available at law in relation to any threatened or continuing breach of this clause 7.
- 7.4. Each party will return or destroy the other party's Confidential Information in its possession on termination or expiration of this Agreement or on the other party's written request
- 7.5. The terms of this clause 7 shall survive termination of this Agreement.

8. Ownership and Intellectual Property

- 8.1. The Provider shall retain all Intellectual Property Rights in and to the Software and any subsequent Enhancements and derivatives to the Software. Except as expressly agreed in writing, no Intellectual Property Rights are transferred or licensed (whether implied or otherwise) to the Customer as a result of the execution of this Agreement and the performance of the activities contemplated hereunder.
- 8.2. The terms of this clause 8 shall survive termination of this Agreement.

9. Limitation of liability

- 9.1. This Clause 9 sets out the entire financial liability of each Party:
 - (A) arising under or in connection with this Agreement;
 - (B) in respect of any use made by the Customer of the Services and Documentation or any part of them; and
 - (C) in respect of any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.
- 9.2. Except as expressly and specifically provided in this Agreement:
 - (A) the Provider shall have no liability for any damage caused by:
 - (i) errors or omissions in any information, instructions or scripts provided to the Provider by the Customer in connection with the Services;
 - (ii) any actions taken by the Provider at the Customer's direction; and
 - (iii) a change in law that restricts or invalidates the Customer's use of the Services; and
 - (B) without prejudice to Clause 5.1, the Services and the Documentation are provided to the Customer on an "as is" basis.
- 9.3. Nothing in this Agreement excludes the liability of either Party:
 - (A) for death or personal injury caused by negligence;
 - (B) for fraud or fraudulent misrepresentation; and
 - (C) any other liability which cannot be excluded by law.
- 9.4. Notwithstanding anything else to the contrary contained in this clause 9, the Customer's liability shall be capped at £10,000,000 (ten million pounds) in respect of any breach of the Customer's obligations set out in clause 2.4.
- 9.5. Subject to Clause 9.2, Clause 9.3, Clause 9.4 and Clause 16.4:
 - (A) neither Party shall be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise to the other Party for any indirect loss of profits, indirect loss of business, indirect depletion of goodwill and/or similar losses or indirect loss or corruption of data or information, or pure indirect economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this Agreement;
 - (B) the Provider's total aggregate liability in respect of the delivery of the Services in contract, 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 not exceed in aggregate an amount equal to the Licence Fees paid or payable by the Customer to the Provider under this Agreement; and

- (C) the Customer's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall not exceed in aggregate an amount equal to the Licence Fees paid or payable by the Customer to the Provider under this Agreement.

9.6. The terms of this clause 9 shall survive termination of this Agreement.

10. Licence Fees

- 10.1. The Customer shall pay the Licence Fee to the Provider in accordance with this clause 10.
- 10.2. The Customer shall pay the Provider the Licence Fee (to the Provider's account specified therein) within 30 days following the date of receipt of the relevant invoice.
- 10.3. The Customer may, at any time throughout the Licence Term, provide the Provider with written notice of its intention to increase the number of Authorised Users, which written notice shall indicate the number of amended Authorised Users and date on which such Authorised Users shall be provided with access to the Software (provided such date affords the Provider a reasonable period to procure access to the Software for the additional Authorised Users).
- 10.4. Upon receipt of written notice by the Customer pursuant to clause 10.3 above, the Provider will provide the additional Authorised Users with access to the Software on the date specified in the notice and will be entitled to receive an additional amount of Licence Fees in respect of the relevant Initial Term or Subsequent Term (as the case may be) referable to the number of additional new users and reflecting the remaining portion of the Initial Term or Subsequent Term (as the case may be).
- 10.5. The Provider shall be entitled to submit invoices to the Customer:
 - (A) in respect of the Initial Term: on the Effective Date;
 - (B) in respect of each Subsequent Term: on the anniversary of the Effective Date; and
 - (C) in respect of any additional Authorised Users requested by the Customer pursuant to clause 10.3: on the date the additional Authorised Users are provided with access to the Software pursuant to clause 10.4.
- 10.6. If the Provider has not received payment within 45 days after the due date specified on the invoice, and without prejudice to any other rights and remedies of the Provider the Provider may, without liability to the Customer, disable the Customer's password, account and access to all or part of the Services and the Provider shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid.
- 10.7. Without prejudice to its other rights and remedies, the Provider may charge, and the Customer shall pay, interest, accruing daily from the due date to the date of actual payment, on any undisputed amounts more than 14 days overdue under this Agreement at the rate of 2% per annum above the base rate of the Bank of England for the time being in force.
- 10.8. All amounts and fees stated or referred to in this Agreement are exclusive of value added tax, which shall be added to the Provider's invoice(s) at the appropriate rate.

11. Enhancements

- 11.1. The Customer may, at any time throughout the Licence Term, request in writing that the Provider develops and/or deploys any Enhancements. Any written request by the Customer shall include a description of the Enhancements to be developed and/or deployed and the date on which they are to commence.
- 11.2. The Provider shall, as soon as reasonably practicable after receipt of a request pursuant to clause 11.1, provide an estimate in writing relation to the cost of the development and/or deployment of that Enhancement.
- 11.3. If the Customer accepts in writing the estimate provided by the Provider pursuant to clause 11.2:
 - (A) this shall constitute a written agreement between the parties for the development and/or deployment of the Enhancement;
 - (B) the Provider shall develop and/or deploy the Enhancement within the relevant timetable (both parties acting reasonably); and
 - (C) once deployed, the Enhancement shall be deemed to be incorporated into the Software for the purposes of this Agreement and the Licence.
- 11.4. The Provider shall be entitled to submit an invoice to the Customer for the relevant Enhancement on the date the Customer accepts in writing the estimate pursuant to clause 11.3.
- 11.5. The terms of clause 10.2, 10.6, 10.7 and 10.8 shall apply *mutatis mutandis* in respect of the invoice submitted to the Customer by the Provider pursuant to clause 11.4.

12. Termination

- 12.1. Either party may terminate this Agreement for convenience by serving written notice on the other not more than 30 days prior to the end of the Initial Term or any Subsequent Term.

- 12.2. Either Party shall be entitled, without prejudice to its other rights in terms of this Agreement, to terminate this Agreement by providing written notice to the other on or at any time after the occurrence of any of the following events: (i) a material breach by the other Party of an obligation under this Agreement and, if the breach is capable of remedy, the other Party failing to remedy the breach within 10 days of receipt of a written notice of such breach; (ii) the other Party passing a resolution for its winding-up or a court of competent jurisdiction making an order for the other Party's winding-up or dissolution; (iii) the making of an administration order in relation to the other Party, or the appointment of a receiver over, or an encumbrancer taking possession of or selling, an asset of the other Party; (iv) the other Party making an arrangement or composition with its creditors generally or making an application to a court of competent jurisdiction for protection from its creditors generally; or (v) any event analogous to those set out in paragraphs (i) to (iv) in any relevant jurisdiction.
- 12.3. The Provider may terminate this Agreement by written notice with immediate effect if at any time during the Licence Term the Provider believes that the continuation of the activities of this Agreement may be in conflict with any applicable legal, regulatory or professional obligations or restrictions applicable to the Provider. The Provider shall inform Customer as soon as reasonably practical of any situation that occurs which may create a professional conflict which could result in termination in accordance with this clause.
- 12.4. Any provisions of this Agreement which either expressly, or by their nature, extend beyond the expiry or termination of this Agreement shall survive such expiration or termination. For the avoidance of doubt the provisions of clauses 7 (Confidentiality), 8 (Ownership and Intellectual Property Rights) and 9 (Limitation of Liability) shall survive expiration or termination of this Agreement.
- 12.5. On termination of this Agreement for any reason:
- (A) all licences granted by one party to the other under this Agreement shall immediately terminate and the licensee shall stop using all of the other party's Intellectual Property Rights which were licensed under this Agreement unless otherwise agreed in writing by the parties;
 - (B) the Customer's users will remove the Software from their laptops or desktops and the Provider agrees to provide such assistance as is reasonably required to enact the removal; and
 - (C) the accrued rights of the Parties as at termination shall not be affected or prejudiced.

13. Force majeure

The Provider shall have no liability to the Customer under this Agreement if it is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of the Provider or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, flood, fire, storm or default of suppliers or sub-contractors, provided that the Customer is notified of such an event and its expected duration and the Provider uses its reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations (each such event being a "Force Majeure Event").

14. Notices

- 14.1. Any notice or other communication to be given under this Agreement to a party shall be in writing and may be delivered or sent by post or email to the party to be served at its address set out below:

(a) to the Customer at:

☒

Email: ☒
marked for attention of: ☒
with **invoices** sent to:
☒
marked for the attention of: ☒

(b) to the Provider at:

Aldgate Tower
2 Leman Street
London E1 8FA

Email: legal@definely.com
marked for attention of:
Rhys Hodkinson

- 14.2. Any notice or communication shall be deemed to have been served:

- (A) if delivered, at the time of delivery; or
- (B) if posted, at 10:00 am on the second Business Day after it was put into the post; or
- (C) if sent by email, at the expiration of two hours after the time of dispatch if dispatched before 3:00 pm on any Business Day, and, in any other case, at 9:00 am on the next Business Day after the date of dispatch.

- 14.3. In proving service of a notice or document, it shall be sufficient to prove that delivery was made and recorded or that an email was properly addressed and dispatched, as the case may be.

15. Counterparts

This Agreement may be executed in any number of documents or counterparts each in the like form, all of which taken together shall constitute one and the same document any Party may execute this Agreement by signing any one or more of such documents or counterparts.

16. Entire Agreement

- 16.1. This Agreement constitutes the whole and only agreement between the Parties relating to the subject matter of this Agreement.
- 16.2. Except in the case of fraud, each Party acknowledges that in entering into this Agreement it is not relying upon any pre-contractual statement which is not set out in this Agreement.
- 16.3. Except in the case of fraud, no Party shall have any right of action against any other Party arising out of or in connection with any pre-contractual statement except to the extent that it is repeated in this Agreement.
- 16.4. For the purposes of this Clause, "pre-contractual statement" means any draft, agreement, undertaking, representation, warranty, promise, assurance or arrangement of any nature whatsoever, whether or not in writing, relating to the subject matter of this Agreement made or given by any person at any time prior to this Agreement becoming legally binding.

17. Contract (Rights of Third Parties) Act 1999

The Parties to this Agreement do not intend that any terms of this Agreement should be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a Party to this Agreement.

18. Governing law and jurisdiction

- 18.1. This Agreement is governed by and shall be construed in accordance with English law. Any matter, claim or dispute arising out of or in connection with this Agreement, whether contractual or non-contractual, is to be governed by and determined in accordance with English law.
- 18.2. The courts of England and Wales are to have exclusive jurisdiction to settle any dispute whether contractual or non-contractual arising out of or in connection with this Agreement. Each Party irrevocably submits to the exclusive jurisdiction of the Courts of England and Wales.

THIS AGREEMENT has been signed on behalf of the parties by their duly authorised representatives on the date which appears first on page 2.

Schedule 1 – Licence Fees

1. The below schedule sets out the Licence Fees payable by the Customer to the Provider for the activities to be carried out by the Provider pursuant to this Agreement (but excluding the Enhancements).
2. The Customer shall pay the Provider a Licence Fee of XXXGBP (exclusive of value added tax) per Authorised User per year, billed annually, or any subsequent Licence Fee agreed between the parties in writing.
3. The Licence Fees shall be increased (to the nearest 1 pence) on each anniversary of the Effective Date by an amount equal to the Inflation Rate.
4. The Customer agrees, as at the Effective Date, that it is licensing the Software for 15 Authorised Users. For illustrative purposes only, the Licence Fee payable by the Customer to the Provider for 15 Authorised Users is GBP 9,000, payable in accordance with clause 10.

Schedule 2 – Service Levels

Purpose

These service levels (**Service Levels**) are intended to explain the support and maintenance offered by the Provider, and the service that can be expected by the Customer.

Scope

SUPPORT HOURS

- between 08:00 and 18:00 on any Business Day
- any non-support related requests will be dealt with entirely at our discretion

SUPPORT AND MAINTENANCE SERVICES

- Telephone, e-mail, live chat via the Provider website or remote access support during our support hours to cover technical issues. The email address for support and maintenance services on the Effective Date are as follows:
 - Email: support@trydefine.com.
- The Customer may change the contact details set out above to any reasonable alternative by providing written notice to the Provider.
- The Provider also encourages the Customer to call it with product functionality queries to ensure the Software is used effectively. This is not intended to be a substitute for proper user training, however.
- Access to live updates and new releases - updates and new releases are provided electronically by us, typically as a live link to files on a cloud service provider. Upgrade assistance is not specifically covered, but we the Provider provide remote standard upgrade assistance at its discretion.

EXCLUDED SUPPORT AND MAINTENANCE SERVICES

- Issues resulting from any modifications or customisation of the Software not authorised in writing by the Provider.
- Any software other than the Software (defined within the Agreement).
- Incorrect or unauthorised use of the Software or operator error.
- Any fault in the Customer's computer systems.
- Any programs, computer hardware, operating systems or other supporting software used in conjunction with the Software.

Excluded non-support related requests will be dealt with entirely at our discretion.

RELEASES

- The Provider reserves the right to discontinue support for prior versions of the Software by providing 1 month written notice to the Customer after a superseding version of the Software has been made available to the Customer.
- For on-premises Authorised Users, we reserve the right to discontinue support for the Software if it is being used on discontinued server or desktop systems and applications.
- As the Software is continually improved, the Provider will coordinate new releases with the Customer to ensure all product updates are communicated. Product updates will be provided on a semi-annual basis unless otherwise agreed in writing by the parties. The Provider shall inform the Customer in writing if any product update constitutes a major product update, in which case the Provider shall provide an updated penetration test report alongside such update.

Support issue prioritisation

Our procedures for prioritising and escalating support issues are defined below, and we monitor our performance against these benchmarks.

Priority Level	Definition	Examples	First Response	Issue Updates	Escalation
Tier 3	Software causing severe impairment to the Authorised Users' applications	Software is causing MS Word to crash	Within 1 hour of detection or notification	Hourly or on agreed interval	Technical team notified and begin working on resolution Target Fix: 2 working days . ^{note 1}
Tier 2	Key functionality of Software unavailable, no workaround available	Authorised User is unable to scan document	Within 1 hr of detection or notification	Every 4 hrs or on agreed interval	Non-bug: Automatic review by technical team if not resolved within 8 working hours Bug: Assigned to technical team Fix target: 5 working days ^{note 1}
Tier 1	Minor functionality of Software unavailable, potential workaround available	UI text not aligned	Within 4 hrs of detection or notification	Agreed interval	Non-bug: Automatic review by technical team if not resolved within 14 working hours Bug: Assigned to technical team Fix target: 10 working days ^{note 1}

Note 1: Notwithstanding the severity of any issue referred to in Tier 1, Tier 2, Tier 3, the Customer has the ability to disable the Software in the event that it is impacting the Authorised Users' ability to perform their duties.

Due to the varied and uncertain nature of support queries, the response, update and fix targets are a guide only and do not constitute binding obligations under the Agreement. We will be happy to discuss any queries on our support service. Time awaiting the Customer responses is excluded from the above targets.

The Customer obligations

In order for the Software to provide effective support, the Customer agrees to:

- maintain log data in accordance with our instructions and any operating documentation provided;
- test new Software and configurations to ensure the incident is resolved;
- provide reasonable assistance in resolving incidents; and
- as necessary, allow remote support access via its standard unified communications software to PC(s) experiencing issue(s).

Schedule 3 – Data Processing Agreement

PARTIES AND EXECUTION	
Entity Name: Defeyene Legal Solutions Limited ('Definely')	Entity Name: [INSERT CLIENT DETAILS]
Entity Address: 2 Leman Street, Aldgate Tower, London, E1 8FA, United Kingdom	Entity Address: [INSERT CLIENT DETAILS]
Name: David Silva	Name: [INSERT CLIENT DETAILS]
Title: DPO	Title: [INSERT CLIENT DETAILS]

VARIABLES	
Parties' relationship	Controller to Processor
Parties' roles	[INSERT COUNTERPARTY NAME] will act as the Controller (as defined in Section 1 of the Terms). Defeyene Legal Solutions Limited ('Definely') will act as the Processor (as defined in Section 1 of the Terms).
Main Agreement	Defeyene Legal Solutions Limited ('Definely')'s Terms of Service (Software License Agreement)
Term	This DPA will commence on the final date of signature of the Main Agreement and will continue for its duration.
Breach Notification Period	Without undue delay after becoming aware of a personal data breach
Sub-processor Notification Period	14 days before the new sub-processor is granted access to Personal Data.
Liability Cap	The liability caps as per the Main Agreement
Governing Law and Jurisdiction	As per the Main Agreement
Data Protection Laws	All laws, regulations and court orders which apply to the processing of Personal Data in: - the European Economic Area (EEA) - the United Kingdom (UK) This includes the European Union Regulation (EU) 2016/679, the Data Protection Act 2018, each as amended from time to time.
Services related to processing	As described in the Main Agreement
Duration of processing	For the Term of this DPA
Nature and purpose of processing	Drafting, Editing, and Reviewing Legal Documents, Conversational Contracting, Contract Summarisation – Our company is a LegalTech solutions provider that offers AI-powered tools and a centralised management system to assist lawyers, legal teams, and Keycloak server users. We specialise in drafting and proofreading contracts, interpreting definitions and references in PDFs, optimising workflows, and automating repetitive tasks. Our goal is to increase efficiency and enable professionals to focus on more valuable work.
Personal Data	The types of personal data processed are: Contact Details, Technical Identifiers, Views and Opinions, Identifiers and Legal Documents

Data subjects	The individuals whose Personal Data will be processed are: Customers, Customers' End-users
Special provisions	N/A
Transfer Mechanism	N/A

ANNEX 1

Security measures. Technical and organisational measures to ensure the security of Personal Data	Refer to our Technical and Organisational Measures List
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ANNEX 2

Sub-processors. Current sub-processors

Sub-processor	Purpose	Country	Sub-processor Measures
Amazon Web Services	Infrastructure & File Storage	United Kingdom	AWS Shared Responsibility Model
Microsoft Azure	Infrastructure & File Storage	United Kingdom	Azure Security
Digital Ocean	Infrastructure & File Storage	United Kingdom	Security at Digital Ocean
Open AI	Natural Language Processing	United States	Open AI Security

TERMS

1. What is this agreement about?

- 1.1 **Purpose.** The parties are entering into this Data Processing Agreement (**DPA**) for the purpose of processing Personal Data (as defined above).
- 1.2 **Definitions.** Under this DPA:
- (a) **adequate country** means a country or territory that is recognised under Data Protection Laws from time to time as providing adequate protection for processing Personal Data,
 - (b) **Controller, data subject, personal data breach, process/processing, Processor** and **supervisory authority** have the same meanings as in the Data Protection Laws, and
 - (c) **Sub-Processor** means another processor engaged by the Processor to carry out specific processing activities with Personal Data.

2. What are each party's obligations?

- 2.1 **Controller obligations.** Controller instructs Processor to process Personal Data in accordance with this DPA, and is responsible for providing all notices and obtaining all consents, licences and legal bases required to allow Processor to process Personal Data.
- 2.2 **Processor obligations.** Processor will:
- only process Personal Data in accordance with this DPA and Controller's instructions (unless legally required to do otherwise),
 - not sell, retain or use any Personal Data for any purpose other than as permitted by this DPA and the Main Agreement,
 - inform Controller immediately if (in its opinion) any instructions infringe Data Protection Laws,
 - use the technical and organisational measures described in Annex 1 when processing Personal Data to ensure a level of security appropriate to the risk involved,
 - notify Controller of a personal data breach within the Breach Notification Period and provide assistance to Controller as required under Data Protection Laws in responding to it,
 - ensure that anyone authorised to process Personal Data is committed to confidentiality obligations,

without undue delay, provide Controller with reasonable assistance with:

- data protection impact assessments,
- responses to data subjects' requests to exercise their rights under Data Protection Laws, and
- engagement with supervisory authorities,

if requested, provide Controller with information necessary to demonstrate its compliance with obligations under Data Protection Laws and this DPA,

allow for audits at Controller's reasonable request, provided that audits are limited to once a year and during business hours except in the event of a personal data breach, and

return Personal Data upon Controller's written request or delete Personal Data by the end of the Term, unless retention is legally required.

- 2.3 **Warranties.** The parties warrant that they and any staff and/or subcontractors will comply with their respective obligations under Data Protection Laws for the Term.

3. Sub-processing

- 3.1 **Use of sub-processors.** Controller authorises Processor to engage other processors (referred to in this section as **sub-processors**) when processing Personal Data. Processor's existing sub-processors are listed in Annex 2.

- 3.2 **Sub-processor requirements.** Processor will:

- (a) require its sub-processors to comply with equivalent terms as Processor's obligations in this DPA,
- (b) ensure appropriate safeguards are in place before internationally transferring Personal Data to its sub-processor, and
- (c) be liable for any acts, errors or omissions of its sub-processors as if they were a party to this DPA.

- 3.3 **Approvals.** Processor may appoint new sub-processors provided that they notify Controller in writing in accordance with the Sub-processor Notification Period.

- 3.4 **Objections.** Controller may reasonably object in writing to any future sub-processor. If the parties cannot agree on a solution within a reasonable time, either party may terminate this DPA.

4. International personal data transfers

- 4.1 **Instructions.** Processor will transfer Personal Data outside the UK, the EEA or an adequate country only on documented instructions from Controller, unless otherwise required by law.

- 4.2 **Transfer mechanism.** Where a party is located outside the UK, the EEA or an adequate country and receives Personal Data:

- (a) that party will act as the **data importer**,
- (b) the other party is the **data exporter**, and
- (c) the relevant Transfer Mechanism will apply.

- 4.3 **Additional measures.** If the Transfer Mechanism is insufficient to safeguard the transferred Personal Data, the data importer will promptly implement supplementary measures to ensure Personal Data is protected to the same standard as required under Data Protection Laws.

- 4.4 **Disclosures.** Subject to terms of the relevant Transfer Mechanism, if the data importer receives a request from a public authority to access Personal Data, it will (if legally allowed):

- (a) challenge the request and promptly notify the data exporter about it, and
- (b) only disclose to the public authority the minimum amount of Personal Data required and keep a record of the disclosure.

5. Other important information

- 5.1 **Survival.** Any provision of this DPA which is intended to survive the Term will remain in full force.

- 5.2 **Order of precedence.** In case of a conflict between this DPA and other relevant agreements, they will take priority in this order:

- (a) Transfer Mechanism,
- (b) DPA,
- (c) Main Agreement.

- 5.3 **Notices.** Formal notices under this DPA must be in writing and sent to the Contact on the DPA's front page as may be updated by a party to the other in writing.

- 5.4 **Third parties.** Except for affiliates, no one other than a party to this DPA has the right to enforce any of its terms.

- 5.5 **Entire agreement.** This DPA supersedes all prior discussions and agreements and constitutes the entire agreement between the parties with respect to its subject matter and neither party has relied on any statement or representation of any person in entering into this DPA.

- 5.6 **Amendments.** Any amendments to this DPA must be agreed in writing.

- 5.7 **Assignment.** Neither party can assign this DPA to anyone else without the other party's consent.

- 5.8 **Waiver.** If a party fails to enforce a right under this DPA, that is not a waiver of that right at any time.

- 5.9 **Governing law and jurisdiction.** The Governing Law applies to this DPA and all disputes will only be litigated in the courts of the Jurisdiction.

SIGNATORIES

SIGNED for and on behalf of

DEFEYENE LEGAL SOLUTIONS LIMITED

Name:

Title:

Date:

SIGNED for and on behalf of

[-]

Name:

Title:

Date:

Definely

**DEFINELY COMMERCIAL LICENCE AGREEMENT (STANDARD + LOCAL)
SOFTWARE LICENCE AGREEMENT**

THIS AGREEMENT IS DATED [] (the “Effective Date”)

BETWEEN:

(C) **DEFEYENE LEGAL SOLUTIONS LIMITED**, a company registered in England and Wales (registered number 10721979) whose registered office is at 2 Leman Street, Aldgate Tower, London, E1 8FA (the **Provider**); and

(D) [], a company registered in [] (registered number []) whose registered office is at [], (the **Customer**),

each a **party** and together the **parties**.

BACKGROUND:

(D) The Provider has developed a drafting and reviewing software application which it makes available to subscribers as an add-in to Microsoft Word.

(E) The Customer wishes to use the Services in its business.

(F) The Provider has agreed to provide and the Customer has agreed to take the Services subject to the terms and conditions of this Agreement.

19. Definitions and interpretation

19.1. In this Agreement, except where the context otherwise requires, the following words shall have the following meanings:

Agreement means this software licence agreement;

Authorised User means any employee, member, partner or officer of the Customer to whom the Customer has provided access to and use of the Software on the terms of this Agreement, provided that the total number of employees, members, partners or officers (as the case may be) with access to and use of the Documentation at any point in time shall not exceed the Authorised Users Limit (and **Authorised Users** shall be interpreted accordingly);

Authorised Users Limit means an initial total of [] Authorised Users and thereafter any subsequent total agreed between the parties in accordance with clauses 10.3 and 10.4;

Back-up means a copy which is made of the Software or data on to a separate storage device to enable the system to be restored in the event of a failure.

Business Day means a day other than a Saturday, Sunday or public holiday in any of the offices of the Customer in which any Authorised User is permanently based;

Confidential Information means confidential or proprietary information, including but not limited to details relating to this Agreement, the Software, the Documentation, trade secrets, Personal Data any information clearly identified at the time of disclosure as confidential, but shall not include information that:

(d) is or becomes a part of the public domain through no act or omission of the receiving Party;

(e) is lawfully disclosed to the receiving Party by a third party without an obligation of nondisclosure or secrecy; or

(f) was already in the receiving Party's possession prior to the Effective Date.

Data Protection Legislation means the Data Protection Act 2018 and the General Data Protection Regulation (2016/679), as amended or replaced from time to time, and any applicable laws implementing it;

Documentation means the FAQ, tutorial and installation guides and other documentation made available to the Customer by the Provider from time to time in connection with the delivery of the Services;

Enhancements means any enhancements or modifications to the Software specifically requested by the Customer pursuant to clause 11;

Force Majeure Event has the meaning given to it in Clause 13;

Inflation Rate means the inflation rate in the United Kingdom for the preceding 12 months as reported by the United Kingdom Office of National Statistics in its Retail Price Index;

Initial Term means 12 months from the Effective Date;

Intellectual Property Rights means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks, trade names, service marks and domain names, rights in get-up and trade dress, goodwill and the rights to sue for passing off or unfair competition, design rights, semi-conductor topography rights, database rights, confidential information (including know-how and trade secrets and the rights to use and protect confidential information) and all other intellectual property

rights, in each case whether registered or unregistered and including all applications, registrations granted pursuant to any of the applications and rights to apply for and be granted, renewals or extensions of and rights to claim priority from such rights, and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

Licence means the licence in respect of the Software granted by the Provider to the Customer in accordance with clause 2;

Licence Fee means the fees calculated in accordance with Schedule 1 payable by the Customer to the Provider in accordance with the terms of clause 10;

Licence Term means, subject to clause 12, the Initial Term and any Subsequent Terms as more fully set out in clause 2.2;

Personal Data means all information about an individual that is personal data for the purpose of the Data Protection Legislation and which is provided by the Customer to, or collected or held by, the Provider in connection with this Agreement.

Services means the drafting and reviewing add-in subscription service provided by the Provider and delivered to the Customer via the Licence and as set out in accordance with the terms of this Agreement and the Documentation;

Service Levels means the service levels set out in Schedule 2;

Software means the drafting and reviewing add-in software provided by the Provider;

Software Licence means the licence granted to the Customer to use the Software as detailed in clause 2;

Subsequent Term means each 12 month period following the Initial Term; and

Third Party Software means all third party software included in the Software or provided to the Customer pursuant to this Agreement.

19.2. In this Agreement:

- (J) each reference to a person includes a body corporate, unincorporated association of persons (including a partnership), government, state, agency, organisation, and any other entity whether or not having a separate legal personality and an individual, his estate and personal representatives;
- (K) each reference to a party to this Agreement includes a reference to the successors or assigns (immediate or otherwise) of that party;
- (L) any reference importing a gender includes the other genders;
- (M) the words including and include shall mean including without limitation and include without limitation, respectively;
- (N) references to writing and written includes email;
- (O) each reference to a document is to that document as amended, varied, assigned or novated from time to time otherwise than in breach of this Agreement or that document;
- (P) each reference to a clause or schedule is to a clause or paragraph of, or a schedule to, this Agreement;
- (Q) the Schedules form part of this Agreement; and
- (R) the headings do not affect the interpretation of this Agreement.

20. Licence

- 20.1. In consideration for the Customer paying the Licence Fee to the Provider, the Provider shall, throughout the Licence Term, grant to the Customer, a personal, non-transferable, non-exclusive limited licence to use the Software, in accordance with the terms of this Agreement (the **Licence**).
- 20.2. Subject to clause 12, the Licence shall commence on the Effective Date and shall remain in force for the Initial Term. At the end of the Initial Term, the Agreement shall automatically renew for further periods of one year (each a **Subsequent Term**), unless terminated in accordance with the terms of this Agreement.
- 20.3. The Customer may only use and operate the Software:
 - (C) where applicable, in respect of the Authorised Users; and
 - (D) in accordance with the terms of this Agreement.
- 20.4. The Customer shall not, and shall not attempt to:
 - (F) provide access to or use of the Documentation to any employee, member, partner or officer of the Customer other than the Authorised Users unless otherwise agreed in writing between the parties;
 - (G) transfer, sell, resell, rent, lease, assign, distribute, display, disclose, licence, lend or otherwise commercially exploit the Software, Software Licence or Documentation, nor make them available, to any third party;

- (H) modify the Software or merge it with other software, without the Provider's prior written consent;
- (I) decompile, reverse engineer, adapt, develop, disassemble, analyse or access the source code of all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means, save as permitted by applicable law in the United Kingdom; and
- (J) copy the Software, except for Back-up or security purposes, or where the Provider has granted an additional Software Licence to use a copy on another processor.

21. Service Levels

With effect from the Effective Date and for the Licence Term, the Provider agrees to provide the Services to the Customer in accordance with the Service Levels.

22. Title

- 22.1. All right, title and interest (including all Intellectual Property Rights) and ownership in the Software, any Documentation and any Enhancements remain vested in the Provider or the Provider's third party licensors at all times and the Customer has only those rights to use the Software and Documentation as set out in this Agreement.
- 22.2. In providing the Customer with the Software and the Services, the Provider may provide the Customer with materials such as documents, schematics, test equipment, software (including diagnostic software) and associated media. All such materials shall remain the exclusive property of the Provider and shall be for the Provider's sole use and may not be reproduced in any form without the Provider's prior written consent.

23. Provider's obligations

- 23.1. The Provider undertakes that:

- (A) it holds full title in and to the Software and has the right to grant the rights and licences set out in this Agreement;
- (B) the Software is removeable from any laptop to which it is installed by deleting the programme;
- (C) the Services will be performed substantially in accordance with the Documentation and with reasonable skill and care;
- (D) it will comply with any applicable laws and regulations with respect to its activities under this Agreement; and
- (E) during the Licence Term, the Software will be free from material defects which prohibit the Customer from receiving the Services in the manner envisaged under this Agreement.

- 23.2. Notwithstanding Clause 5.1, the Provider does not warrant that the Customer's use of the Services will be uninterrupted or error-free; or that the Services, Documentation and/or the information obtained by the Customer through the Services will meet the Customer's requirements.

24. Customer's obligations

- 24.1. The Customer shall:

- (A) use the Software solely for its own business purposes;
- (B) provide the Provider with: (i) all necessary co-operation in relation to this Agreement; (ii) reasonable ongoing feedback in relation to the Services; and (iii) all necessary access to such information as may be reasonably required by the Provider in order to provide the Services;
- (C) carry out all other Customer responsibilities set out in this Agreement in a timely and efficient manner;
- (D) comply with all applicable laws and regulations with respect to its activities under this Agreement;
- (E) ensure that the Authorised Users use the Services and the Documentation in accordance with the terms and conditions of this Agreement and shall be responsible for any Authorised User's breach of this Agreement;
- (F) not allow any persons, other than authorised persons acting for the Provider (which may include the Provider's sub-contractors acting under the Provider's instructions) to carry out any maintenance or update to the Software without prior written approval from the Provider;
- (G) ensure that each person having access to the Software :
 - (i) is an Authorised User;
 - (ii) is using the Software only in accordance with the terms of this Agreement; and
 - (iii) keeps all passwords/ID numbers confidential.

25. Confidentiality

- 25.1. The Parties acknowledge that each may have, by virtue of this Agreement, access to Confidential Information. Each Party shall protect the confidentiality of the Confidential Information with the same degree of care used by such Party to protect the confidentiality of its own Confidential Information, but in no event less than a reasonable degree of care. Provided that either Party may disclose the Confidential Information solely to the extent required by subpoena, court order or other governmental authority after giving prompt notice to the other Party of its intention to disclose.
- 25.2. Each Party shall be responsible for a breach of confidentiality by its employees, members, partners or officers and any other of its affiliates having access to the Confidential Information.
- 25.3. Each Party acknowledges that the Confidential Information is commercially valuable, proprietary information and that damages would not be an adequate remedy for breach of this clause 7 and therefore, the non-breaching Party (without limiting its other rights and remedies) shall be entitled to seek such equitable remedies as are available at law in relation to any threatened or continuing breach of this clause 7.
- 25.4. Each party will return or destroy the other party's Confidential Information in its possession on termination or expiration of this Agreement or on the other party's written request.
- 25.5. The Provider shall be entitled to use the Customer's logo and trademarks solely for the purpose of identifying the Customer as a customer of the Provider on its website and promotional materials provided it complies with the reasonable brand guidelines provided by the Customer.
- 25.6. The terms of this clause 7 shall survive termination of this Agreement.

26. Ownership and Intellectual Property

- 26.1. The Provider shall retain all Intellectual Property Rights in and to the Software and any subsequent Enhancements and derivatives to the Software. Except as expressly agreed in writing, no Intellectual Property Rights are transferred or licensed (whether implied or otherwise) to the Customer as a result of the execution of this Agreement and the performance of the activities contemplated hereunder.
- 26.2. The terms of this clause 8 shall survive termination of this Agreement.

27. Limitation of liability

- 27.1. This Clause 9 sets out the entire financial liability of each Party:
- (A) arising under or in connection with this Agreement;
 - (B) in respect of any use made by the Customer of the Services and Documentation or any part of them; and
 - (C) in respect of any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.
- 27.2. Except as expressly and specifically provided in this Agreement:
- (A) the Provider shall have no liability for any damage caused by:
 - (i) errors or omissions in any information, instructions or scripts provided to the Provider by the Customer in connection with the Services;
 - (ii) any actions taken by the Provider at the Customer's direction; and
 - (iii) a change in law that restricts or invalidates the Customer's use of the Services; and
 - (B) without prejudice to Clause 5.1, the Services and the Documentation are provided to the Customer on an "as is" basis.
- 27.3. Nothing in this Agreement excludes the liability of either Party:
- (A) for death or personal injury caused by negligence;
 - (B) for fraud or fraudulent misrepresentation; and
 - (C) any other liability which cannot be excluded by law.
- 27.4. Notwithstanding anything else to the contrary contained in this clause 9, the Customer's liability shall be capped at £10,000,000 (ten million pounds) in respect of any breach of the Customer's obligations set out in clause 2.4.
- 27.5. Subject to Clause 9.2, Clause 9.3, Clause 9.4 and Clause 16.4:
- (A) neither Party shall be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise to the other Party for any indirect loss of profits, indirect loss of business, indirect depletion of goodwill and/or similar losses or indirect loss or corruption of data or information, or pure indirect economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this Agreement;

- (B) the Provider's total aggregate liability in respect of the delivery of the Services in contract, 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 not exceed in aggregate an amount equal to the Licence Fees paid or payable by the Customer to the Provider under this Agreement; and
- (C) the Customer's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall not exceed in aggregate an amount equal to the Licence Fees paid or payable by the Customer to the Provider under this Agreement.

27.6. The terms of this clause 9 shall survive termination of this Agreement.

28. Licence Fees

28.1. The Customer shall pay the Licence Fee to the Provider in accordance with this clause 10.

28.2. The Customer shall pay the Provider the Licence Fee (to the Provider's account specified therein) within 30 days following the date of receipt of the relevant invoice.

28.3. The Customer may, at any time throughout the Licence Term, provide the Provider with written notice of its intention to increase the number of Authorised Users, which written notice shall indicate the number of amended Authorised Users and date on which such Authorised Users shall be provided with access to the Software (provided such date affords the Provider a reasonable period to procure access to the Software for the additional Authorised Users).

28.4. Upon receipt of written notice by the Customer pursuant to clause 10.3 above, the Provider will provide the additional Authorised Users with access to the Software on the date specified in the notice and will be entitled to receive an additional amount of Licence Fees in respect of the relevant Initial Term or Subsequent Term (as the case may be) referable to the number of additional new users and reflecting the remaining portion of the Initial Term or Subsequent Term (as the case may be).

28.5. The Provider shall be entitled to submit invoices to the Customer:

- (A) in respect of the Initial Term: on the Effective Date;
- (B) in respect of each Subsequent Term: on the anniversary of the Effective Date; and
- (C) in respect of any additional Authorised Users requested by the Customer pursuant to clause 10.3: on the date the additional Authorised Users are provided with access to the Software pursuant to clause 10.4.

28.6. If the Provider has not received payment within 45 days after the due date specified on the invoice, and without prejudice to any other rights and remedies of the Provider the Provider may, without liability to the Customer, disable the Customer's password, account and access to all or part of the Services and the Provider shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid.

28.7. Without prejudice to its other rights and remedies, the Provider may charge, and the Customer shall pay, interest, accruing daily from the due date to the date of actual payment, on any undisputed amounts more than 14 days overdue under this Agreement at the rate of 2% per annum above the base rate of the Bank of England for the time being in force.

28.8. All amounts and fees stated or referred to in this Agreement are exclusive of value added tax, which shall be added to the Provider's invoice(s) at the appropriate rate.

29. Enhancements

29.1. The Customer may, at any time throughout the Licence Term, request in writing that the Provider develops and/or deploys any Enhancements. Any written request by the Customer shall include a description of the Enhancements to be developed and/or deployed and the date on which they are to commence.

29.2. The Provider shall, as soon as reasonably practicable after receipt of a request pursuant to clause 11.1, provide an estimate in writing relation to the cost of the development and/or deployment of that Enhancement.

29.3. If the Customer accepts in writing the estimate provided by the Provider pursuant to clause 11.2:

- (A) this shall constitute a written agreement between the parties for the development and/or deployment of the Enhancement;
- (B) the Provider shall develop and/or deploy the Enhancement within the relevant timetable (both parties acting reasonably); and
- (C) once deployed, the Enhancement shall be deemed to be incorporated into the Software for the purposes of this Agreement and the Licence.

29.4. The Provider shall be entitled to submit an invoice to the Customer for the relevant Enhancement on the date the Customer accepts in writing the estimate pursuant to clause 11.3.

29.5. The terms of clause 10.2, 10.6, 10.7 and 10.8 shall apply *mutatis mutandis* in respect of the invoice submitted to the Customer by the Provider pursuant to clause 11.4.

30. Termination

- 30.1. Either party may terminate this Agreement for convenience by serving written notice on the other not more than 30 days prior to the end of the Initial Term or any Subsequent Term.
- 30.2. Either Party shall be entitled, without prejudice to its other rights in terms of this Agreement, to terminate this Agreement by providing written notice to the other on or at any time after the occurrence of any of the following events: (i) a material breach by the other Party of an obligation under this Agreement and, if the breach is capable of remedy, the other Party failing to remedy the breach within 10 days of receipt of a written notice of such breach; (ii) the other Party passing a resolution for its winding-up or a court of competent jurisdiction making an order for the other Party's winding-up or dissolution; (iii) the making of an administration order in relation to the other Party, or the appointment of a receiver over, or an encumbrancer taking possession of or selling, an asset of the other Party; (iv) the other Party making an arrangement or composition with its creditors generally or making an application to a court of competent jurisdiction for protection from its creditors generally; or (v) any event analogous to those set out in paragraphs (i) to (iv) in any relevant jurisdiction.
- 30.3. The Provider may terminate this Agreement by written notice with immediate effect if at any time during the Licence Term the Provider believes that the continuation of the activities of this Agreement may be in conflict with any applicable legal, regulatory or professional obligations or restrictions applicable to the Provider. The Provider shall inform Customer as soon as reasonably practical of any situation that occurs which may create a professional conflict which could result in termination in accordance with this clause.
- 30.4. Any provisions of this Agreement which either expressly, or by their nature, extend beyond the expiry or termination of this Agreement shall survive such expiration or termination. For the avoidance of doubt the provisions of clauses 7 (Confidentiality), 8 (Ownership and Intellectual Property Rights) and 9 (Limitation of Liability) shall survive expiration or termination of this Agreement.
- 30.5. On termination of this Agreement for any reason:
- (A) all licences granted by one party to the other under this Agreement shall immediately terminate and the licensee shall stop using all of the other party's Intellectual Property Rights which were licensed under this Agreement unless otherwise agreed in writing by the parties;
 - (B) the Customer's users will remove the Software from their laptops or desktops and the Provider agrees to provide such assistance as is reasonably required to enact the removal; and
 - (C) the accrued rights of the Parties as at termination shall not be affected or prejudiced.

31. Force majeure

The Provider shall have no liability to the Customer under this Agreement if it is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of the Provider or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, flood, fire, storm or default of suppliers or sub-contractors, provided that the Customer is notified of such an event and its expected duration and the Provider uses its reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations (each such event being a "Force Majeure Event").

32. Notices

32.1. Any notice or other communication to be given under this Agreement to a party shall be in writing and may be delivered or sent by post or email to the party to be served at its address set out below:

(a) to the Customer at:

[X]

Email: [X]
marked for attention of: [X]
with **invoices** sent to:
[X]
marked for the attention of: [X]

(b) to the Provider at:

Aldgate Tower
2 Leman Street
London E1 8FA

Email: legal@definely.com
marked for attention of:
Rhys Hodgkinson

32.2. Any notice or communication shall be deemed to have been served:

- (A) if delivered, at the time of delivery; or
- (B) if posted, at 10:00 am on the second Business Day after it was put into the post; or
- (C) if sent by email, at the expiration of two hours after the time of dispatch if dispatched before 3:00 pm on any Business Day, and, in any other case, at 9:00 am on the next Business Day after the date of dispatch.

- 32.3. In proving service of a notice or document, it shall be sufficient to prove that delivery was made and recorded or that an email was properly addressed and dispatched, as the case may be.

33. Counterparts

This Agreement may be executed in any number of documents or counterparts each in the like form, all of which taken together shall constitute one and the same document any Party may execute this Agreement by signing any one or more of such documents or counterparts.

34. Entire Agreement

- 34.1. This Agreement constitutes the whole and only agreement between the Parties relating to the subject matter of this Agreement.
- 34.2. Except in the case of fraud, each Party acknowledges that in entering into this Agreement it is not relying upon any pre-contractual statement which is not set out in this Agreement.
- 34.3. Except in the case of fraud, no Party shall have any right of action against any other Party arising out of or in connection with any pre-contractual statement except to the extent that it is repeated in this Agreement.
- 34.4. For the purposes of this Clause, "pre-contractual statement" means any draft, agreement, undertaking, representation, warranty, promise, assurance or arrangement of any nature whatsoever, whether or not in writing, relating to the subject matter of this Agreement made or given by any person at any time prior to this Agreement becoming legally binding.

35. Contract (Rights of Third Parties) Act 1999

The Parties to this Agreement do not intend that any terms of this Agreement should be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a Party to this Agreement.

36. Governing law and jurisdiction

- 36.1. This Agreement is governed by and shall be construed in accordance with English law. Any matter, claim or dispute arising out of or in connection with this Agreement, whether contractual or non-contractual, is to be governed by and determined in accordance with English law.
- 36.2. The courts of England and Wales are to have exclusive jurisdiction to settle any dispute whether contractual or non-contractual arising out of or in connection with this Agreement. Each Party irrevocably submits to the exclusive jurisdiction of the Courts of England and Wales.

THIS AGREEMENT has been signed on behalf of the parties by their duly authorised representatives on the date which appears first on page 20.

Schedule 1 – Licence Fees

5. The below schedule sets out the Licence Fees payable by the Customer to the Provider for the activities to be carried out by the Provider pursuant to this Agreement (but excluding the Enhancements).
6. The Customer shall pay the Provider a Licence Fee of [] (exclusive of value added tax) per Authorised User per year, billed annually, or any subsequent Licence Fee agreed between the parties in writing.
7. The Licence Fees shall be increased (to the nearest 1 pence) on each anniversary of the Effective Date by an amount equal to the Inflation Rate.
8. The Customer agrees, as at the Effective Date, that it is licensing the Software for [] Authorised Users. For illustrative purposes only, the Licence Fee payable by the Customer to the Provider for [] Authorised Users is [] payable in accordance with clause 10.

Schedule 2 – Service Levels

Purpose

These service levels (**Service Levels**) are intended to explain the support and maintenance offered by the Provider, and the service that can be expected by the Customer.

Scope

SUPPORT HOURS

- between 08:00 and 18:00 on any Business Day
- any non-support related requests will be dealt with entirely at our discretion

SUPPORT AND MAINTENANCE SERVICES

- Telephone, e-mail, live chat via the Provider website or remote access support during our support hours to cover technical issues. The email address for support and maintenance services on the Effective Date are as follows:
 - Email: support@definely.com.
- The Customer may change the contact details set out above to any reasonable alternative by providing written notice to the Provider.
- The Provider also encourages the Customer to call it with product functionality queries to ensure the Software is used effectively. This is not intended to be a substitute for proper user training, however.
- Access to live updates and new releases - updates and new releases are provided electronically by us, typically as a live link to files on a cloud service provider. Upgrade assistance is not specifically covered, but we the Provider provide remote standard upgrade assistance at its discretion.

EXCLUDED SUPPORT AND MAINTENANCE SERVICES

- Issues resulting from any modifications or customisation of the Software not authorised in writing by the Provider.
- Any software other than the Software (defined within the Agreement).
- Incorrect or unauthorised use of the Software or operator error.
- Any fault in the Customer's computer systems.
- Any programs, computer hardware, operating systems or other supporting software used in conjunction with the Software.

Excluded non-support related requests will be dealt with entirely at our discretion.

RELEASES

- The Provider reserves the right to discontinue support for prior versions of the Software by providing 1 month written notice to the Customer after a superseding version of the Software has been made available to the Customer.
- For on-premises Authorised Users, we reserve the right to discontinue support for the Software if it is being used on discontinued server or desktop systems and applications.
- As the Software is continually improved, the Provider will coordinate new releases with the Customer to ensure all product updates are communicated. Product updates will be provided on a semi-annual basis unless otherwise agreed in writing by the parties. The Provider shall inform the Customer in writing if any product update constitutes a major product update, in which case the Provider shall provide an updated penetration test report alongside such update.

Support issue prioritisation

Our procedures for prioritising and escalating support issues are defined below, and we monitor our performance against these benchmarks.

Priority Level	Definition	Examples	First Response	Issue Updates	Escalation
Tier 3	Software causing severe impairment to the Authorised Users' applications	Software is causing MS Word to crash	Within 1 hour of detection or notification	Hourly or on agreed interval	Technical team notified and begin working on resolution Target Fix: 2 working days . ^{note 1}
Tier 2	Key functionality of Software unavailable, no workaround available	Authorised User is unable to scan document	Within 1 hr of detection or notification	Every 4 hrs or on agreed interval	Non-bug: Automatic review by technical team if not resolved within 8 working hours Bug: Assigned to technical team Fix target: 5 working days ^{note 1}
Tier 1	Minor functionality of Software unavailable, potential workaround available	UI text not aligned	Within 4 hrs of detection or notification	Agreed interval	Non-bug: Automatic review by technical team if not resolved within 14 working hours Bug: Assigned to technical team Fix target: 10 working days ^{note 1}

Note 1: Notwithstanding the severity of any issue referred to in Tier 1, Tier 2, Tier 3, the Customer has the ability to disable the Software in the event that it is impacting the Authorised Users' ability to perform their duties.

Due to the varied and uncertain nature of support queries, the response, update and fix targets are a guide only and do not constitute binding obligations under the Agreement. We will be happy to discuss any queries on our support service. Time awaiting the Customer responses is excluded from the above targets.

The Customer obligations

In order for the Software to provide effective support, the Customer agrees to:

- maintain log data in accordance with our instructions and any operating documentation provided;
- test new Software and configurations to ensure the incident is resolved;
- provide reasonable assistance in resolving incidents; and
- as necessary, allow remote support access via its standard unified communications software to PC(s) experiencing issue(s).

SIGNATORIES

SIGNED for and on behalf of

DEFEYENE LEGAL SOLUTIONS LIMITED

Name:

Title:

Date:

SIGNED for and on behalf of

[-]

Name:

Title:

Date: