

AGREEMENT FOR HOSTED SOFTWARE SERVICES

These terms form a legal agreement between you and Equal Experts UK Limited (reg. no 6191086) 2nd Floor 4 Beaconsfield Road, St. Albans, Hertfordshire, United Kingdom, AL1 3RD (**us** or **we**) for your use of our online software applications and services.

IMPORTANT NOTICE TO ALL USERS:

- BY SUBSCRIBING TO THE HOSTED SOFTWARE SERVICES FROM THIS WEBSITE YOU AGREE TO THE TERMS OF THIS AGREEMENT WHICH WILL BIND YOU AND YOUR EMPLOYEES.
- IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, WE WILL NOT SUPPLY THE HOSTED SOFTWARE SERVICES TO YOU AND YOU MUST DISCONTINUE THE SUBSCRIPTION PROCESS NOW.

Agreed terms

1. Definitions

Application: the online software application or service provided by us as part of the Hosted Services.

Customer Data: the data inputted by you, or third parties, as part of your use of the Hosted Services.

Documentation: any document made available to you online as part of the Hosted Services which sets out a description of the Application and user instructions.

Account: an account that you register with us for every Application User.

Application User: your employees, agents and independent contractors who you have authorised to use the Hosted Services.

Hosted Services: a subscription which allows you to access and use the Application and Documentation.

Self-Hosted Services: a subscription which allows you to install and use the Application on your own servers.

Term: the term of this agreement as set out in clause 10.

2. Use of the Hosted Services

- 2.1 We grant you a non-exclusive, non-transferable right to permit Application Users to use the Hosted Services during the Term in the United Kingdom solely for your internal business operations.
- 2.2 Not used.
- 2.3 In relation to the Application Users, you undertake that:
 - 2.3.1 you will register an Application User Account with us for each Application User;
 - 2.3.2 each Application User shall keep a secure password for their use of the Hosted Services, shall keep such password confidential and comply with any procedures for accessing the Hosted Services which we notify to you or Application Users; and
 - 2.3.3 you shall maintain a written, up to date list of current Application Users and provide such list to us within 7 days of our written request at any time.
- 2.4 You agree not to distribute or transmit through the Hosted Services any viruses, worms, trojan horses or other devices which may impair or adversely affect the operation of any software.
- 2.5 You agree not to use the Hosted Services to access, store, distribute or transmit any material that:
 - 2.5.1 is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 - 2.5.2 facilitates illegal activity;
 - 2.5.3 depicts sexually explicit images;
 - 2.5.4 promotes unlawful violence;
 - 2.5.5 is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
 - 2.5.6 in a manner that is otherwise illegal or causes damage or injury to any person or property;and we reserve the right to disable your access to any material that breaches the provisions of this clause.
- 2.6 You shall not:

- 2.6.1 use the Hosted Services in a manner which by-passes the procedures for the completion and submission of services and/or record-keeping mechanisms within the Hosted Services; or
 - 2.6.2 except to the extent expressly permitted under this agreement, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Application and/or Documentation (as applicable) by any means; or
 - 2.6.3 attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Application; or
 - 2.6.4 access all or any part of the Hosted Services in order to build a competing product or service; or
 - 2.6.5 use the Hosted Services to provide services to third parties; or
 - 2.6.6 license, sell, distribute, otherwise commercially exploit or make the Hosted Services available to any third party except the Application Users; or
 - 2.6.7 attempt to obtain, or assist third parties in obtaining, access to the Hosted Services.
- 2.7 You shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Hosted Services and, in the event of any such unauthorised access or use, promptly notify us.
- 2.8 The rights provided under this clause are granted to you only, and shall not be considered granted to any subsidiary or holding company.
- 3. Service Availability**
- 3.1 We shall use commercially reasonable endeavours to make the Hosted Services available 24 hours a day, seven days a week.
- 3.2 We reserve the right to suspend the Hosted Services for as long as is reasonably necessary in order to carry out maintenance and/ or provide updates to improve the Hosted Services or to enable compliance with any regulatory change. We shall use reasonable endeavours to minimise the length and impact of any suspension of the Hosted Services.
- 3.3 Whilst we shall use reasonable endeavours to keep the Hosted Services free of bugs and viruses, you acknowledge that it is your responsibility to use appropriate anti-virus software when accessing and using the Hosted Services.
- 4. Customer data**

- 4.1 You shall own all right, title and interest in and to all of the Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data and its input into the Hosted Services.
- 4.2 We shall maintain sufficient security measures in order to protect any Customer Data that we hold as part of the Hosted Services against loss or unauthorised use or access and will at all times comply with the terms of the Data Protection Act 1998 in relation to the processing of personal data.
- 4.3 In the event of any loss or damage to Customer Data, your sole remedy shall be for us to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by us.
- 4.4 If we process any personal data on your behalf when performing our obligations under this agreement, you shall be the data controller and we shall be a data processor and in any such case:
 - 4.4.1 you shall ensure that you are entitled to transfer the relevant personal data to us so that we may lawfully use, process and transfer the personal data in accordance with this agreement on your behalf;
 - 4.4.2 you shall ensure that the relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data protection legislation; and
 - 4.4.3 each party shall take appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data or its accidental loss, destruction or damage.

5. Limited warranty

- 5.1 We warrant that the Hosted Services will perform substantially in accordance with the Documentation during the Term.
- 5.2 The above warranty shall not apply to the extent of any non-conformance which is caused by use of the Hosted Services contrary to our instructions, or modification or alteration of the Hosted Services by any party other than us.
- 5.3 If you notify us during the Term of any fault or defect in the Hosted Services, we will use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide you with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes your sole remedy for any breach of the warranty.

- 5.4 We do not warrant that your use of the Hosted Services will be uninterrupted or error-free; or that the Hosted Services or Documentation will meet your requirements.
- 5.5 We are not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and you acknowledge that the Hosted Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 5.6 We warrant that we have and will maintain all necessary licences, consents, and permissions necessary to provide the Hosted Services.

6. Your obligations

- 6.1 You agree to:
- 6.1.1 comply with all applicable laws and regulations with respect to your activities under this agreement;
 - 6.1.2 acquire and maintain any necessary licences or permissions in relation to third party software which you may use in connection with the Hosted Services;
 - 6.1.3 ensure that your network, systems and equipment are in good working order and comply with any relevant specifications provided by us from time to time; and
 - 6.1.4 be solely responsible for (1) procuring and maintaining your network connections and telecommunications links from your systems to our data centres, and all problems, conditions, delays, delivery failures; and (2) all other loss or damage relating to your network connections or telecommunications links or caused by the internet.
- 6.2 You acknowledge that you are responsible for ensuring that all Application Users use the Hosted Services in accordance with these terms and conditions and shall be responsible for any breach by an Application User. You agree to indemnify us against any loss, damage or expense we may incur as a result of:
- 6.2.1 any unauthorised access to, or use or misuse of, the Hosted Services by any Application User; or
 - 6.2.2 any unauthorised access to, or use or misuse of, the Application and/or the Hosted Services by any third party if such access, use or misuse was permitted or facilitated by an Application User.

7. Fees and payment

7.1 You agree to pay the following fees to us during the Term:

7.1.1 a monthly fee calculated according to your use of the Hosted Services in the previous month in accordance with our fees published on the Digital Marketplace from time to time.

OR

7.1.2 a flat rate monthly fee for your use of the Self-Hosted Services in accordance with our fees published on the Digital Marketplace from time to time.

7.2 We shall invoice you monthly in arrears for all fees payable in respect of the previous month. You agree to pay each invoice within 30 days of the date of invoice.

7.3 If we have not received payment within 30 days after the invoice date, and without prejudice to any other rights and remedies:

7.3.1 we may disable your password, account and access to all or part of the Hosted Services and we shall be under no obligation to provide any or all of the Hosted Services while the invoice(s) concerned remain unpaid; and

7.3.2 interest shall accrue on a daily basis on such due amounts at an annual rate equal to 3% over the then current base lending rate of the Bank of England from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.

7.4 All amounts and fees stated or referred to in this agreement:

7.4.1 shall be payable in pounds sterling;

7.4.2 are non-cancellable and non-refundable;

7.4.3 are exclusive of value added tax, which shall be added to our invoice(s) at the appropriate rate.

7.5 If, at any time whilst using the Hosted Services, you exceed the amount of storage space which is allocated in accordance with the limits published on the Digital Marketplace from time to time, we shall be entitled to charge you excess data storage fees.

8. Intellectual property rights

8.1 You acknowledge that all intellectual property rights in the Hosted Services belong to us, that rights in the Application and Documentation are licensed to you, and that

you have no rights in, or to, the Application or the Documentation other than the right to use them in accordance with these terms.

- 8.2 Subject to clause 8.3, we agree to indemnify you against any costs and liabilities that you may incur due to a claim that your use of the Hosted Services infringes the intellectual property rights of a third party, provided that your use of the Hosted Services is in accordance with these terms and:

8.2.1 we are given prompt notice of any such claim;

8.2.2 you provide reasonable co-operation in the defence and settlement of such claim; and

8.2.3 we are given sole authority to defend or settle the claim.

- 8.3 We shall not be liable to you under this indemnity to the extent that any alleged infringement is based on:

8.3.1 a modification of the Hosted Services by anyone other than us; or

8.3.2 your use of the Hosted Services in a manner contrary to the instructions given to you by us; or

8.3.3 your use of the Hosted Services after you have received notice of any alleged or infringement.

- 8.4 In the defence or settlement of any claim, we may procure the right for you to continue using the Hosted Services, replace or modify the Hosted Services so that they become non-infringing or, if such remedies are not reasonably available, terminate this agreement on immediate notice.

- 8.5 You warrant that you own all intellectual property rights in any of your branding (including trade names and logos) or any other materials that you may wish to input into the Hosted Services. You license us to use such branding and materials as is necessary for us to supply the Hosted Services under this agreement.

9. Limitation of liability

- 9.1 You acknowledge that the Hosted Services have not been developed to meet your individual requirements, and that it is therefore your responsibility to ensure that the facilities and functions as described in the Documentation meet your requirements.

- 9.2 We shall not in any circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this agreement for:

9.2.1 loss of profits, sales, business, or revenue;

- 9.2.2 business interruption;
- 9.2.3 loss of anticipated savings;
- 9.2.4 loss or corruption of data or information;
- 9.2.5 loss of business opportunity, goodwill or reputation; or
- 9.2.6 any indirect or consequential loss or damage.

9.3 Other than the losses set out in clause 9.2 (for which we are not liable), our maximum aggregate liability under or in connection with this agreement whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to a sum equal to 100% of the fees paid under this agreement in the previous 12 months. This maximum cap does not apply to condition 9.4.

9.4 Nothing in this agreement shall limit or exclude our liability for:

- 9.4.1 death or personal injury resulting from our negligence;
- 9.4.2 fraud or fraudulent misrepresentation;
- 9.4.3 any other liability that cannot be excluded or limited by English law.

9.5 This agreement sets out the full extent of our obligations and liabilities in respect of the supply of the Hosted Services. Except as expressly stated in this agreement, there are no conditions, warranties, representations or other terms, express or implied, that are binding on us. Any condition, warranty, representation or other term concerning the supply of the Hosted Services which might otherwise be implied into, or incorporated in, this agreement whether by statute, common law or otherwise, is excluded to the fullest extent permitted by law.

10. Term and termination

10.1 This agreement shall commence on the date of subscription and, subject to clause 10.2, shall continue until terminated by either party on 30 days' written notice.

10.2 We may terminate this agreement immediately by written notice to you if you commit a material or persistent breach of this agreement which you fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so.

10.3 On termination of this agreement for any reason:

- 10.3.1 all licences granted under this agreement shall immediately terminate;
- 10.3.2 you must cease using the Hosted Services;

- 10.3.3 we may destroy or otherwise dispose of any of the Customer Data in our possession unless we receive, no later than ten days after the effective date of the termination of this agreement, a written request for the delivery to you of the then most recent back-up of the Customer Data. We shall use reasonable commercial endeavours to deliver the back-up to you within 30 days of receipt of such a written request, provided that you have, at that time, paid all outstanding fees and charges. You shall pay all reasonable expenses we incur in returning Customer Data; and
- 10.3.4 any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination shall not be affected or prejudiced.

11. Force majeure

We shall have no liability to you under this agreement if we are prevented from or delayed in performing our obligations under this agreement, or from carrying on our business, by acts, events, omissions or accidents beyond our reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of us 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, fire, flood, storm or default of suppliers or subcontractors, provided that we notify you of such an event and its expected duration.

12. Variation

No variation of this agreement shall be effective unless it is in writing and signed by both parties (or their authorised representatives).

13. No partnership or agency

Nothing in this agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way.

14. Third party rights

This agreement does not confer any rights on any person or party pursuant to the Contracts (Rights of Third Parties) Act 1999.

15. Communications

- 15.1 If you wish to contact us in writing, or if any condition in this agreement requires you to give us notice in writing, you can send this to us by e-mail to solutions@equalexperts.com or by pre-paid post to Equal Experts UK Limited, Verulam Point, Station Way, St Albans, Hertfordshire, AL1 5HE. We will confirm receipt of this by contacting you in writing, normally by email.
- 15.2 If we have to contact you or give you notice in writing, we will do so by e-mail or by pre-paid post to the address you provide to us in relation to your subscription.
- 15.3 Any notice will be deemed received immediately when posted on our website, 24 hours after an email is sent, or three days after the date of posting of any letter.
- 16. Other important terms**
- 16.1 We may transfer our rights and obligations under this agreement to another organisation, but this will not affect your rights or obligations under this agreement.
- 16.2 You may only transfer your rights or your obligations under this agreement to another person if we agree in writing.
- 16.3 This agreement constitutes the entire agreement between you and us. You acknowledge that you have not relied on any statement, promise or representation made or given by or on behalf of us which is not set out in this agreement.
- 16.4 If we fail to insist that you perform any of your obligations under this agreement, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 16.5 Each of the terms of this agreement operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining terms will remain in full force and effect. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.
- 16.6 This agreement, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

AGREEMENT FOR SELF HOSTED SOFTWARE

IMPORTANT NOTICE: PLEASE READ CAREFULLY BEFORE DOWNLOADING THE SOFTWARE

This licence agreement (Licence) is a legal agreement between you and Equal Experts UK Limited (reg. no 6191086) 2nd Floor, 4 Beaconsfield Road, St. Albans, Hertfordshire, AL1 3RD (us or we) for:

- computer software (Software); and
- any online or electronic documentation supplied together with the Software (Documentation).

We license use of the Software and Documentation to you on the basis of this Licence. We do not sell the Software or Documentation to you. We remain the owners of the Software and Documentation at all times.

IMPORTANT NOTICE TO ALL USERS:

- BY DOWNLOADING THE SOFTWARE FROM THIS WEBSITE YOU AGREE TO THE TERMS OF THIS LICENCE WHICH WILL BIND YOU AND YOUR EMPLOYEES.
- IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENCE, WE WILL NOT LICENSE THE SOFTWARE AND DOCUMENTATION TO YOU AND YOU MUST DISCONTINUE THE DOWNLOADING PROCESS NOW.

You should print a copy of this Licence for future reference.

Grant of licence

- 1.1 You agree to pay the annual licence fee in respect of the Software (**Annual Licence Fee**). The amount of the Annual Licence Fee at any given time shall be as published on the digital marketplace. By agreement, the Annual Licence Fee is payable on an Annual Basis or by Monthly Instalments.
- 1.2 In consideration of the payment by you of the Annual Licence Fee, either in full or on payment of the first monthly instalment, we grant you a non-exclusive, non-transferable licence to use the Software and the Documentation in the United Kingdom on the terms of this Licence.
- 1.3 The Licence shall last for a minimum period of 12 months from the date you make payment of the Annual Licence Fee either in full or on payment of the first monthly instalment for the Software and Documentation (**Licence Period**). At the end of this and every subsequent 12 month period, you shall have the option to renew the Licence for a further 12 months on payment of the Annual Licence Fee either in

full or on payment of the first monthly instalment of the new 12 month Licence Period.

- 1.4 If you do not renew this Licence at the end of any 12 month period, the licence shall automatically terminate and condition 6.2 shall apply.
- 1.5 If any payment due under this Agreement is in arrears, we reserve the right without prejudice to any other remedy:
 - 1.5.1 charge interest on such overdue sum on a daily basis from the original due date until payment is received in full as well as after any judgment at a rate of 3% per annum above Barclays Bank plc's base lending rate in force from time to time and alternatively reserve the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998; and/or
 - 1.5.2 suspend the provision of any support and/or services under this Agreement on seven (7) days' prior notice to you; and/or
 - 1.5.3 terminate this Agreement pursuant to clause 6.
- 1.6 During the Licence Period you may:
 - 1.6.1 install and use the Software for your internal business purposes;
 - 1.6.2 provided you comply with condition 2.1.5, make up to 5 copies of the Software for back-up purposes;
 - 1.6.3 receive and use any free supplementary software code or update of the Software incorporating "patches" and corrections of errors as we may provide from time to time;
 - 1.6.4 use any Documentation in support of the use permitted under this Licence and make such copies of the Documentation as are reasonably required for its normal use.

2. Restrictions

Except as expressly set out in this Licence, you undertake:

- 2.1.1 not to copy the Software or Documentation except where such copying is incidental to normal use of the Software or where it is necessary for the purpose of back-up or operational security;
- 2.1.2 not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Software or Documentation;

- 2.1.3 not to make alterations to, or modifications of, the whole or any part of the Software nor permit the Software or any part of it to be combined with, or become incorporated in, any other programs;
- 2.1.4 not to disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the Software nor attempt to do any such things except to the extent that such activities are essential for the purpose of achieving interoperability of the Software with another software program, and provided that the information obtained by you during such activities:
 - 2.1.4.1 is used only for the purpose of achieving interoperability of the Software with another software program;
 - 2.1.4.2 is not disclosed or communicated without our prior written consent to any third party to whom it is not necessary to disclose or communicate it; and
 - 2.1.4.3 is not used to create any software which is substantially similar to the Software;
- 2.1.5 to keep all copies of the Software secure and to maintain accurate and up-to-date records of the number and locations of all copies of the Software;
- 2.1.6 to supervise and control use of the Software and ensure that the Software is used by your employees and representatives in accordance with the terms of this Licence;
- 2.1.7 to include our copyright notice on all entire and partial copies of the Software in any form; and
- 2.1.8 not to provide, or otherwise make available, the Software in any form, in whole or in part (including, but not limited to, program listings, object and source program listings, object code and source code) to any person other than your employees without prior written consent from us.

3. Intellectual property rights

- 3.1 You acknowledge that all intellectual property rights in the Software and the Documentation throughout the world belong to us, that rights in the Software are licensed (not sold) to you, and that you have no rights in, or to, the Software or the Documentation other than the right to use them in accordance with the terms of this Licence.

- 3.2 You acknowledge that you have no right to have access to the Software in source code form or in unlocked coding or with comments.
- 3.3 We agree to indemnify you in respect of any costs and liabilities you may incur due to a claim that your use of the Software or Documentation infringes the intellectual property rights of a third party, provided that your use of the Software or Documentation is in accordance with the terms of this Licence and you are using a current release of the Software.
- 4. Limited warranty**
- 4.1 We warrant that, during the Licence Period:
- 4.1.1 the Software will, when properly used and on an operating system for which it was designed, perform substantially in accordance with the functions described in the Documentation; and
- 4.1.2 the Documentation correctly describes the operation of the Software in all material respects.
- 4.2 If, within the Licence Period, you notify us in writing of any defect or fault in the Software as a result of which it fails to perform substantially in accordance with the Documentation, we will, at our sole option, either fix or replace the Software, provided that you make available all the information that may be necessary to help us to remedy the defect or fault, including sufficient information to enable us to recreate the defect or fault.
- 4.3 The warranty does not apply:
- 4.3.1 if the defect or fault in the Software results from you having altered or modified the Software; or
- 4.3.2 if the defect or fault in the Software results from you having used the Software in breach of the terms of this Licence.
- 4.4 We do not warrant that your use of the Software will be uninterrupted or error-free.
- 5. Limitation of liability**
- 5.1 You acknowledge that the Software has not been developed to meet your individual requirements, and that it is therefore your responsibility to ensure that the facilities and functions of the Software as described in the Documentation meet your requirements.
- 5.2 We only supply the Software and Documentation for internal use by your business and you agree not to use the Software or Documentation for any resale purposes.

- 5.3 We shall not in any circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Licence for:
- 5.3.1 loss of profits, sales, business, or revenue;
 - 5.3.2 business interruption;
 - 5.3.3 loss of anticipated savings;
 - 5.3.4 loss or corruption of data or information;
 - 5.3.5 loss of business opportunity, goodwill or reputation; or
 - 5.3.6 any indirect or consequential loss or damage.
- 5.4 Other than the losses set out in condition 9.2 (for which we are not liable), our maximum aggregate liability under or in connection with this Licence whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to a sum equal to 100% of the Licence Fee. This maximum cap does not apply to condition 9.4.
- 5.5 Nothing in this Licence shall limit or exclude our liability for:
- 5.5.1 death or personal injury resulting from our negligence;
 - 5.5.2 fraud or fraudulent misrepresentation;
 - 5.5.3 any other liability that cannot be excluded or limited by English law.
- 5.6 This Licence sets out the full extent of our obligations and liabilities in respect of the supply of the Software and Documentation. Except as expressly stated in this Licence, there are no conditions, warranties, representations or other terms, express or implied, that are binding on us. Any condition, warranty, representation or other term concerning the supply of the Software and Documentation which might otherwise be implied into, or incorporated in, this Licence whether by statute, common law or otherwise, is excluded to the fullest extent permitted by law.
- 6. Termination**
- 6.1 We may terminate this Licence immediately by written notice to you if you commit a material or persistent breach of this Licence which you fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so.
- 6.2 Upon termination for any reason:
- 6.2.1 all rights granted to you under this Licence shall cease;

- 6.2.2 you must cease all activities authorised by this Licence;
- 6.2.3 you must immediately delete or remove the Software from all computer equipment in your possession and immediately destroy or return to us (at our option) all copies of the Software then in your possession, custody or control and, in the case of destruction, certify to us that you have done so.

7. Communications between us

- 7.1 If you wish to contact us in writing, or if any condition in this agreement requires you to give us notice in writing, you can send this to us by e-mail to solutions@equalexperts.com or by pre-paid post to Equal Experts UK Limited, Verulam Point, Station Way, St Albans, Hertfordshire, AL1 5HE. We will confirm receipt of this by contacting you in writing, normally by email.
- 7.2 If we have to contact you or give you notice in writing, we will do so by e-mail or by pre-paid post to the address you provide to us in your order for the Software.
- 7.3 Any notice will be deemed received immediately when posted on our website, 24 hours after an email is sent, or three days after the date of posting of any letter.

8. Variation

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

9. Other important terms

- 9.1 We may transfer our rights and obligations under this Licence to another organisation, but this will not affect your rights or obligations under this Licence.
- 9.2 You may only transfer your rights or your obligations under this Licence to another person if we agree in writing.
- 9.3 This Licence constitutes the entire agreement between you and us. You acknowledge that you have not relied on any statement, promise or representation made or given by or on behalf of us which is not set out in this Licence.
- 9.4 If we fail to insist that you perform any of your obligations under this Licence, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 9.5 Each of the conditions of this Licence operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect. If any invalid,

unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

- 9.6 This Licence, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.