Achilles Subscription Terms and Conditions

These Terms and Conditions apply between Customer and Achilles for your use of the Services, which are incorporated into a Subscription Form. These Terms and Conditions shall take precedence in the event of any conflict with any term in the Subscription Form, and to the exclusion of any other terms and conditions, including without limitation any purchase order or confirmation of order provided by Customer.

1. Definitions

"**Achilles**" means Achilles Information Limited, a company incorporated in Scotland (with registered number 137975) whose registered office is at 50 Lothian Road, Festival Square, Edinburgh, EH3 9WJ, United Kingdom.

"**Achilles Subscription Form**" means the subscription form signed by Achilles and Customer and attached or enclosed with these Terms and Conditions.

"**Affiliate**" means in relation to either party, any other entity that is Controlling, Controlled by, or under common Control with that party.

"**Content**" means information relating to supplier organisations obtained or developed by Achilles (i) directly from the supplier organisation as "Questionnaire Response Data"; (ii) from publicly available sources; and (iii) from Achilles' third-party licensors as "Third Party Information".

"**Control**" means, with regard to an entity, the legal, beneficial, or equitable ownership, directly or indirectly, of fifty percent (50%) or more of the capital stock (or other ownership interest, if not a corporation) of such entity ordinarily having voting rights, or the equivalent right under contract to control management decisions with regard to relevant subjects.

"**Customer**" means the person or entity named as such in the Achilles Subscription Form.

"**Customer Data**" means information and data originally in the possession of Customer and provided to Achilles by Customer in connection with the Services (including any such data relating to any suppliers). For the avoidance of doubt, Customer Data does not include the Content.

"**Documentation**" means the following documentation in connection with Customer's use of MyAchilles:

- Commodity code guides;
- Training materials; and
- MyAchilles user guides,

which Achilles may amend or update from time to time.

"**Implementation Fee**" is the one-time flat fee for implementation costs payable by Customer to Achilles as set out in the Achilles Subscription Form.

"**Insolvency Event**" means where a person ceases or threatens to cease to carry on business, is unable to pay its debts within the meaning of the Insolvency Act 1986 section 123, has an administrator, receiver, administrative receiver or manager appointed over the whole or any part of its assets, enters any composition with creditors generally, has an order made or resolution passed for it to be wound up (unless as part of any scheme for solvent amalgamation or solvent reconstruction), undergoes any other arrangement which affects the rights of creditors or undergoes any similar or equivalent process in any jurisdiction.

"**Intellectual Property Rights**" means all intellectual property rights, including all copyright, patent rights, trade or service marks, design right, rights in or relating to databases, rights in or relating to confidential information, and any other intellectual property rights (registered or unregistered) throughout the world including all rights of reversion and rights to any applications and pending registrations and the right to sue for and recover damages for past infringements.

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"**Minimum Subscription Period**" is defined in the Achilles Subscription Form.
"**MyAchilles**" means the supplier registration platform available at https://my.achilles.com/ for the registration and validation of supplier data, including the online software application and website content (including any additions or revisions) written and/or provided by Achilles to the Customer in accordance with and subject to the provisions of this agreement.
"**Network**" means the Achilles Network set out in the Achilles Subscription Form.
"**Questionnaire Response Data**" is defined in Section 6.2.
"**Renewal Period**" is defined in Section 2.2.
"**Services**" means the subscription services provided by Achilles to Customer as set out in the Achilles Subscription Form, including any Product Descriptions or Subscription Special Terms that are attached or referred to in the Subscription Form.
"**Subscription Date**" is set out in the Achilles Subscription Form.
"**Subscription Fee"** is the fee for each service set out in the Achilles Subscription Form payable by Customer.
"**Subscription Term**" is defined in Section 2.2.
"**Third Party Information**" is defined in Section 7.2.

2. Services

2.1 Achilles shall, during the Subscription Term, provide the Services and make available the Documentation to Customer on and subject to these Terms and Conditions and the Achilles Subscription Form (together, the "**agreement**").

2.2 The Services shall commence on the Subscription Date and shall continue for the Minimum Subscription Period. At the end of the Minimum Subscription Period, the Services will automatically renew for successive periods of twelve (12) months (each a "**Renewal Period**") unless:

2.2.1 either party notifies the other party of termination, in writing, at least ninety (90) days before the end of the Minimum Subscription Period or any Renewal Period (as applicable), in which case this agreement shall terminate upon the expiry of the Minimum Subscription Period or relevant Renewal Period (as the case may be); or

2.2.2 this agreement is otherwise terminated in accordance with the provisions of these Terms and Conditions,

and the Minimum Subscription Period together with any subsequent Renewal Periods shall constitute the "**Subscription Term**".

3. Fees

3.1 Subject to the remainder of this Section 3, and in consideration of receipt of the Services, Customer shall pay the annual Subscription Fee.

3.2 Implementation Fee:

3.2.1 Achilles shall invoice the Implementation Fee in a one-off payment on the Subscription Date.

3.3 Subscription Fee:

3.3.1 Achilles shall invoice the Subscription Fee:

a) on the Subscription Date for the Services to be provided during the first year of the Subscription Term; and

b) at least thirty (30) calendar days prior to each anniversary of the Subscription Date for the Services to be provided for each subsequent year.

3.4 Customer shall pay all invoices within thirty (30) calendar days after the date of such invoice.

3.5 If the Customer is late in paying any invoices, then Achilles may charge interest on all unpaid amounts. Interest will be payable from the date of the invoice until the date of payment and will continue to be payable even if Achilles obtains a judgment from a court in relation to any

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claim for payment of the invoice. The rate of interest per annum will be 2% above the Bank of England base rate.

3.6 Achilles may increase the Subscription Fee annually to reflect the increase in the Consumer Price Index calculated by the Office of National Statistics plus 2% for the prior twelve (12) month period.

3.7 Any additional work to be undertaken by Achilles outside the scope of the agreement, and any fees for such work, shall be agreed separately between the parties in writing.

3.8 Any fees stated or referred to in these Terms and Conditions shall be payable in pounds sterling and are exclusive of value added tax.

4. Assistance from Customer

4.1 In order to promote supplier registration on MyAchilles, Customer will:

4.1.1 encourage its suppliers to register with MyAchilles;

4.1.2 encourage its suppliers to complete their registration with MyAchilles in a timely manner; and

4.1.3 assist Achilles in marketing the Network and usage of MyAchilles.

4.2 Customer authorises Achilles to:

4.2.1 use Customer's name and logo (including on the Achilles website) in order to (i) support the recruitment of suppliers into the Network; and (ii) indicate to suppliers that MyAchilles is used by Customer; and

4.2.2 post to social network platforms regarding Customer's use of Achilles' services.

5. Warranties

5.1 Achilles warrants that the Services will be provided:

5.1.1 with reasonable care and skill;

5.1.2 by means of appropriately qualified and skilled personnel; and

5.1.3 in compliance with applicable law.

5.2 Except as expressly set out in these Terms and Conditions, the Services are provided on an "as is" basis, and Achilles exclude, to the fullest extent permissible by law, all conditions, warranties or other terms applicable to the Services or to anything else supplied under these Terms and Conditions. In particular, no implied conditions, warranties or other terms including those relating to satisfactory quality or fitness for any particular purpose will apply to anything supplied under these Terms and Conditions. Also, it is not a term of this agreement that the Services or access to or use of MyAchilles will be entirely uninterrupted or entirely error-free. Customer acknowledges that MyAchilles is an information platform only, and Customer is solely responsible for its use of the Content and any decisions or actions as a result of the Content. Accordingly, Achilles and Achilles Affiliates are not liable to Customer or any third party for any use of the Content or for any decisions or actions based on it, including any decision by Customer to purchase products or services from a supplier.

6. Access and use of MyAchilles and the Content

6.1 MyAchilles access will be provided to Customer in accordance with the following terms:

6.1.1 to named employees of Customer, each of whom will be given a username and password unique to them (each an "**Authorised User**", and their username, password and other log-in details will be referred to as their "**Credentials**"). Only Authorised Users may obtain access to, and use, MyAchilles on behalf of Customer;

6.1.2 Authorised Users may be removed, added or changed by Customer from time to time; and

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6.1.3 Authorised Users or any other Customer employee may only access and use MyAchilles by use of their own Credentials, and not by use of those of any other Authorised User. Customer will be responsible for all acts and omissions of Authorised Users (together with any other employees of Customer or other people with Customer's consent who obtain access to MyAchilles).

6.2 Customer acknowledges and agrees that once a supplier registers with Achilles, a separate agreement forms between the supplier and Achilles, and the supplier owns the data and documents that it provides to Achilles ("**Questionnaire Response Data**"). Questionnaire Response Data forms part of the Content.

6.3 Subject to these Terms and Conditions, Achilles grants to Customer a non-exclusive, non-transferable, non-sub licensable, licence to access and use MyAchilles and the Content during the Subscription Term for its own internal supplier management business purposes.

6.4 Except to the extent agreed otherwise in the MyAchilles Subscription Form or as otherwise set out in this agreement:

6.4.1 Customer will be given access to the Content relating to supplier organisations that have registered to the Network;

6.4.2 Customer's access to the Content may (at Achilles' discretion) be in common with other Achilles' customers;

6.4.3 information relating to Customer's suppliers that is added to or otherwise processed using MyAchilles will be accessible to other Achilles customers, as well as being accessible to Customer and Achilles;

6.4.4 access to the Content will be via either (i) MyAchilles; or (if agreed with Achilles) (ii) an application programming interface ("**API**"). If the Customer accesses Content via an API, such access shall be deemed part of the Services and governed by the terms of this Agreement and any additional terms which Achilles provides with the API. Achilles may, in its sole discretion: (i) modify the API from time to time; (ii) implement reasonable usage limits; and (iii) suspend or revoke the Customer's access to the API in the event of misuse, breach of this agreement, or where necessary to protect Achilles' legitimate business interests.

6.4.5 Achilles will use its reasonable endeavours to ensure that MyAchilles is available for use by Customer 24 hours a day, 7 days a week, subject to reasonable downtime for the purposes of support and maintenance or due to any other reasonable cause (and provided that Achilles will use its reasonable endeavours to ensure that any downtime occurs outside normal UK business hours and does not last any longer than is reasonably necessary and will, as far as reasonably possible, give Customer reasonable advance notice of any planned downtime). "Available for use" in this context means operating normally up to the point of connection between MyAchilles and the internet, and Achilles will not be responsible for any issues with connection to, or use of, MyAchilles occurring due to the internet or anything else (including Customer's own systems) beyond that point of connection; and

6.4.6 access to MyAchilles and the Content is on a periodic subscription basis, and continued access by Customer will depend on renewal of its subscription for each appropriate period.

7. General Obligations of Customer

7.1 Except as expressly set out in these Terms and Conditions, Customer shall make no other use of MyAchilles or the Content and Customer shall not (nor permit any other person to):

7.1.1 modify MyAchilles or any part of it or create any derivative work based on MyAchilles or the Content Data;

7.1.2 copy, extract, scrape, exploit (commercially or otherwise) MyAchilles;

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7.1.3 reverse engineer any element of the Services, the Content, or any Achilles intellectual property;

7.1.4 license, sell, resell, sublicense, publish, transfer, disclose and/or otherwise redistribute the Content in any manner;

7.1.5 access or use the Content for any purpose other than Customer's own supplier management business purposes;

7.1.6 use any access to MyAchilles or the Content to create or operate any other service or database or to train any AI models;

7.1.7 use MyAchilles or the Content for any illegal purpose or otherwise than in compliance with the applicable laws in the jurisdiction(s) in which Customer operates; or

7.1.8 interfere with or disrupt the operation of MyAchilles or do anything that interferes with or disrupts any other person's access to or use of MyAchilles.

7.2 Customer acknowledges that the Content contains information made available to Achilles by third-party data licensors ("**Third-Party Information**") and that Achilles relies on such third parties in connection with the provision of the Content to Customer. Achilles shall have no liability under this Agreement as a result of (i) any inaccuracies in reports or records generated through MyAchilles arising from inaccuracies in the Third-Party Information; or (ii) any unavailability of Third-Party Information resulting from any restrictions or changes to Achilles' agreements with third parties to make the Third-Party Information available through MyAchilles.

8. Limitation of Liability

8.1 Neither party's liability:

8.1.1 for death or personal injury caused by its negligence or the negligence of its employees or agents;

8.1.2 under any express indemnities in this agreement;

8.1.3 for fraudulent misrepresentation; or

8.1.4 for payment of any sums properly due in the normal course of performance of this agreement,

is excluded or limited by these Terms and Conditions, even if any other term would otherwise suggest that this might be the case.

8.2 Other than as set out in Section 8.1, neither party shall be liable (whether for breach of contract, negligence, misrepresentation or for any other reason) for any:

8.2.1 loss of profits, loss of sales, loss of revenue, loss of any software or data, loss of use of hardware, software or data; or

8.2.2 any indirect, consequential or special loss.

8.3 Subject to Sections 8.1 and 8.2, the maximum total liability of each party under the agreement and in relation to anything which the party concerned may have done or not done in connection with the Services (and whether the liability arises because of breach of contract, negligence, misrepresentation or for any other reason) shall be limited to £200,000 in aggregate over the Subscription Term.

9. Intellectual Property Rights

9.1 Subject to Section 9.2, all Intellectual Property Rights in and relating to (i) the Services; (ii) MyAchilles; and (iii) the Content, shall be owned by Achilles or its third-party licensors. Customer's licence to use MyAchilles and the Content is set out in Section 6.3.

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9.2 Nothing in these Terms and Conditions shall act so as to transfer to Achilles any Intellectual Property Rights in the Customer Data or to prevent Customer using Customer Data (or continuing to using it after termination of the Services) in any way in which it would otherwise be permitted to do. Customer grants to Achilles a non-exclusive licence to copy, adapt and use Customer Data for the purposes of providing the Services and as otherwise reasonably necessary in order to perform any of Achilles' other obligations or to exercise any of its rights under this agreement.

9.3 All rights and licences granted by either party to the other under these Terms and Conditions will continue for the Subscription Term, after which they will terminate immediately.

9.4 Subject to the obligations of confidentiality in Section 11, nothing in this Section 9 will prevent Achilles from using or re-using in the course of its business any know-how, techniques, methods of general business or technical knowledge used or developed in the course of providing the Services, provided that Achilles will not attempt to memorise or make any specific written records of Customer's confidential information for these purposes.

10. Intellectual Property Indemnity

10.1 Subject to Section 10.2, Achilles will indemnify Customer from and against final settlement or court award and reasonable legal expenses arising out of any claim brought against Customer that the use of or possession by Customer in accordance with this agreement of MyAchilles infringes the Intellectual Property Rights of any third party.

10.2 The indemnity in Section 10 will not apply to the extent that the relevant infringement results from:

10.2.1 Customer Data;

10.2.2 any use by Customer not in accordance with this agreement; or

10.2.3 Customer modifying any relevant material without the consent of Achilles.

10.3 Customer will indemnify Achilles from and against any and all claims, demands, costs, charges, loss or damages suffered or incurred by Achilles as a result of any claim : (i) that the use or possession by Achilles in accordance with this agreement of the Customer Data infringes the Intellectual Property Rights of any third party or (ii) arising from Customer's use of the Services is otherwise than in accordance with the terms of the agreement; or (iii) arising from Customer's use of the Content or any decisions or actions as a result of the Content.

10.4 In relation to any third-party claim to which any of the indemnities in this Section 10 relate, the party claiming the benefit of the indemnity shall:

10.4.1 allow the other party on request to conduct the defence of the claim (including settlement);

10.4.2 make no admission to the claim without the prior consent of the other party;

10.4.3 notify the other party as soon as is reasonably practicable of the claim; and

10.4.4 at the expense of the other party, co-operate and assist to a reasonable extent with the other party's defence of the claim.

11. Confidentiality

11.1 Neither party (the "**Receiving Party**") shall, without the other party's prior written consent, disclose to any third party any Confidential Information of the other party (the "**Disclosing Party**") provided to such Receiving Party in connection with the performance of its obligations under this Agreement. For the purpose of this agreement "**Confidential Information**" means (a) with respect to Customer, the Customer Data; (b) with respect to Achilles, the Services, the Content and Achilles' intellectual property; and (c) with respect to either party, any other financial, technical, commercial, or other information concerning the business and affairs of such party which is marked as being confidential or ought reasonably to be considered confidential given the nature of the information and the circumstances of its disclosure.

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11.2 Each Party will take reasonable steps, (which shall be no less than the steps it uses to protect its own confidential information), to ensure that the other's Confidential Information is protected. Each Party is responsible for the actions or inactions of its employees and advisors with respect to use and disclosure of the other's Confidential Information.

11.3 Confidential Information does not include information that is:

11.3.1 available to the public other than because of any breach of these Terms and Conditions;

11.3.2 when it is supplied, already known to whomever it is disclosed to in circumstances in which they are not prevented from disclosing it to others;

11.3.3 independently obtained by whomever it is disclosed to in circumstances in which they are not prevented from disclosing it to others; or

11.3.4 required to be disclosed by law or by any court or tribunal with proper authority to order its disclosure.

11.4 A party may disclose the other party's Confidential Information to its Affiliates and to its and its Affiliates' employees, officers, contractors, subcontractors and advisers who need to know such Confidential Information, provided that it informs such persons of the confidential nature of the Confidential Information and is responsible for such persons compliance with the confidentiality obligations in this Section.

11.5 The obligations in this Section 11 shall continue after the expiration or termination of the agreement.

12. Data Protection

12.1 In relation to all "personal data" (as defined in the General Data Protection Regulation (Regulation 2016/679) as it forms part of UK law by virtue of section 3 of the European Union (Withdrawal) Act 2018 ("**GDPR**"), which also defines "processing" and "data subject") that is processed by either party under or in relation to the Services (including for example, personal data relating to supplier personnel), each party will:

12.1.1 comply with its obligations under the GDPR and applicable national data protection legislation in relation to the processing of the personal data;

12.1.2 implement appropriate technical and organisational measures to prevent:

a) unauthorised or unlawful processing of the personal data; and

b) accidental loss or destruction of, or damage to, the personal data; and

12.1.3 only process the personal data outside the UK in circumstances where it is lawful to do so, such as where an adequate level of protection is ensured for the rights and freedoms of the relevant data subjects in relation to the processing of personal data concerned, where standard contractual clauses approved by the Secretary of State for the are used to safeguard the transfer from the UK to a third country or where the data subject has given their explicit consent to the transfer.

12.2 The personal data of all Customer personnel provided to Achilles will be processed by Achilles in accordance with the Privacy Notice located at www.achilles.com/privacy.

13. Termination

13.1 Either party may terminate this agreement immediately by giving written notice to the other party if the other party:

13.1.1 suffers an Insolvency Event; or

13.1.2 materially breaches any term of the agreement and (if remediable) fails to do so within thirty (30) calendar days of being asked to do so.

13.2 Achilles may terminate this agreement immediately by giving written notice to Customer if:

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13.2.1 Customer has failed to pay any sums due by the date on which it is supposed to have paid in accordance with this agreement;

13.2.2 Achilles has notified Customer that the sums are overdue and that, if they remain unpaid for a further thirty (30) days, Achilles intends to terminate this agreement; and

13.2.3 the sums have remained unpaid for a further period of thirty (30) days following the date of the notice from Achilles under Section 13.2.2 above.

13.3 On termination of this agreement:

13.3.1 Achilles will stop provision of the Services; and

13.3.2 any right of Customer under the agreement to access and use MyAchilles will cease.

13.4 Termination of this agreement will not affect any accrued rights or liabilities which either party may have by the time termination takes effect.

14. General

14.1 Achilles may sub-contract any of its obligations in respect of the Services, provided that this shall not relieve Achilles of any liability to Customer in relation to the performance of the obligations concerned.

14.2 Subject to Section 14.1, neither party may assign any of its rights or obligations in respect of these Terms and Conditions without the prior consent of the other party, except that Customer agrees that Achilles may without the prior consent of Customer assign its rights under these Terms and Conditions to any Affiliate of Achilles for the time being.

14.3 Neither party will be liable to the other for any breach of this agreement which arises because of any circumstances which that party cannot reasonably be expected to control.

14.4 All notices and consents relating to this agreement must be in writing and provided to the parties at the addresses stipulated in the Achilles Subscription Form. All variations to this agreement must be set out in writing and signed on behalf of both parties.

14.5 The agreement set out all of the entire agreement agreed between the parties in relation to the subjects covered by it. Subject to Section 8.1.3, no other representations or terms shall apply or form part of this agreement.

14.6 If any part of this agreement is held by a court to be invalid, unenforceable or illegal, the parties agree that the remainder of this agreement shall remain in force.

14.7 Any waiver (which must be in writing) on a particular occasion by either party of any rights under this Agreement does not imply that other rights are waived.

14.8 No term under these Terms and Conditions is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this agreement.

15. Law and Jurisdiction

15.1 These Terms and Conditions are governed by English Law. Both parties submit to the exclusive jurisdiction of the English courts in relation to any dispute arising out of or in connection with these Terms and Conditions

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