

Terms and Conditions



CLARITAS SOLUTIONS LTD

G-CLOUD SERVICE TERMS AND CONDITIONS

COMMERCIAL TERMS

- 1 This section shall be referred to throughout this agreement as the “**Commercial Terms**”.
- 2 This agreement for the sale and purchase of the Platform (hereinafter defined) comprises these Commercial Terms and the Agreed Terms attached at Schedule 1 (“**Agreement**”).
- 3 The following table contains the details of the Customer.

Customer Details	
Name	
Registered address	
Company number	
Address for correspondence (if different to registered address)	
Billing address (if different to the registered address)	
Name of Customer representative	
Customer representative contact details	

- 4 The following table sets out the Customer specific terms of this Agreement.

Customer Specific Terms	
Platform / Service	
Initial Platform Volume	
Start Date	
Fees	
Fee payment frequency	Monthly
Invoicing terms	30 days
Additional or special terms agreed by the parties	

Signature Page

Each party is signing this Agreement on the date stated opposite that party's signature. The date of this Agreement will be the date stated opposite the signature of the last party to sign it.

Each party warrants that this Agreement is executed by its duly authorised representative and represents a binding commitment on it.

.....
Signed for and on behalf of
Claritas Solutions Ltd

.....
Date

Position:

.....
Signed for and on behalf of
the Customer

.....
Date

Position:

Schedule 1 - AGREED TERMS

1. Definitions and Interpretation

1.1 The following definitions and rules of interpretation in this clause apply in these Agreed Terms:

Agreed Terms: the term and conditions set out in this Schedule 1;

Business Day: a day other than a Saturday, Sunday, or public holiday in England when banks in London are open for business;

Claritas: Claritas Solutions Limited, a company registered in England and Wales with company number 03191078 and registered office at 2 Deighton Close, Wetherby, England, LS22 7GZ;

Commercial Terms: the commercial terms to which these Agreed Terms are attached;

Commissioner: the Information Commissioner's Office for the United Kingdom;

Confidential Information: information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 12.5 or clause 12.6, which in the case of Claritas shall include but shall not be limited to all commercial, financial, business and technical or other data, trade secrets, specifications, algorithms, coding, calculations, formulae, processes, business methods, diagrams, drawings and all other confidential information of whatever nature (whether written, oral or in electronic or other form) concerning the business, products and affairs of Claritas (or its other suppliers or customers) that the Customer obtains, receives or has access to in connection with this Agreement;

Configuration Services: the configuration and related work to be performed by Claritas to configure the Platform for the Customer's Use, as agreed in the Statement of Work;

Customer: the person or firm who subscribes to Use the Platform as set out in the Commercial Terms in accordance with this Agreement;

Customer Customisation: any software application, development, extension, and other program that interacts and/or interfaces with the Platform, or components thereof, as agreed between the parties in writing;

Customer Data: the data inputted by the Customer and its Users for the purpose of using the Platform, including any content that the Customer transfers to Claritas for processing, storage or hosting by the Platform in connection with this Agreement;

Data Protection Legislation: in each case to the extent applicable to the parties and as amended, superseded or updated from time to time: (i) the retained EU law version of GDPR (UK GDPR) as it forms part of the law of the United Kingdom, by virtue of the European (Withdrawal) Act 2018, as modified by Schedule 1 to the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019; (ii) the Data Protection Act 2018; (iii) the Privacy and Electronic Communications (EC Directive) Regulations 2003; and (iv) any other applicable data protection and privacy laws;

Effective Date: the date this Agreement is signed by the Customer;

Excused Event: shall mean any or all of the following (a) misuse of the Platform or other acts or omissions of the Customer or a User in a manner contrary to this Agreement or Claritas' instructions; (b) any modification or alteration of the Platform by the Customer or any other party other than Claritas or Claritas' duly authorised contractors or agents; (c) failure of the Customer's and/or the Users' internet connectivity or other internet or other network traffic problems; (d) the Customer's or Users' failure to meet any minimum hardware or software requirements set forth in any instructions, Specifications or other details provided by Claritas; and/or (e) any acts, omissions or defaults of the Customers' its

agents, subcontractors, consultants or employees or any other third party acting on behalf of or providing additional services, platforms or software to the Customer;

Extended Term: unless specified otherwise in the Commercial Terms, successive period(s) of one (1) year terms, commencing after the Initial Term or the Extended Term (as the case may be);

Fees: the: (a) fees for the Use of the Platform in line with the Platform Volume, and (b) the fees for the Professional Services, as set out in the Commercial Details and/or relevant Statement of Work;

GDPR: the General Data Protection Regulation ((EU) 2016/679);

Increased Platform Volume: the Platform Initial Volume and any further volume above the Platform Initial Volume as required by the Customer from time to time, in order for Claritas to provide the Platform pursuant to this Agreement, subject to an additional fee;

Initial Platform Volume: the initial Platform volume or size agreed between the parties in the Commercial Terms;

Initial Term: unless specified otherwise in the Commercial Terms, an initial duration of two (2) years, commencing on the Start Date;

Insolvency Event: the relevant party: (a) enters liquidation or a winding up petition is presented against the company; (b) has a receiver, liquidator, administrator, trustee, monitor or an individual with a similar role appointed over any of its assets; (c) proposes to make any arrangements with its creditors or passes a resolution to place the company into liquidation; or (d) suffers an event which, under the law of a different country, is equivalent to any of the previously specified acts or events;

Intellectual Property Rights: any current and future intellectual property rights and interests including patents, utility models, designs, design rights, copyright (including rights in software), decryption rights, database rights, code, software, trademarks, logos, branding, rights pursuant to passing off, service marks, business and trade names, domain names, know-how, topography rights, inventions, rights in confidential information (including technical and commercial trade secrets) and image rights, and rights of a similar or corresponding character in any part of the world, in each case whether registered or not and including any application for registration and renewals or extensions of such rights in any country in the world;

Normal Business Hours: 9.00 am to 5.00 pm local UK time, each Business Day;

Platform: the online software platform (hosted in the United Kingdom), ancillary software and any relevant Updates to the software platform provided by Claritas to the Customer pursuant to this Agreement, as more particularly set out in a Specification;

Platform Volume: the then current Initial Platform Volume or the Increased Platform Volume (as the case may be);

Platform Privacy Policy: the privacy policy in place from time to time in relation to the Platform;

Professional Services: the Configuration Services, Customer Customisations or other ad-hoc additional services that Claritas provides to the Customer as set out in the relevant Statement of Work or otherwise agreed between the parties in writing;

Specification: any specification and/or description of the Platform or additional elements made available by Claritas as expressly agreed by the parties and specified in the relevant Statement of Work;

Start Date: the date the provision of the Platform shall commence in accordance with this Agreement, which may be the same date as the Effective Date;

Statement of Work: shall have the meaning given to it in clause 6.1;

Subscription Term: shall have the meaning given to it in clause 16.2;

Territory: means the territory set out in the relevant Statement of Work or otherwise agreed between the parties in writing;

Third-Party Software: all third-party software, code and other Intellectual Property Rights owned, developed, or provided by a party other than Claritas but which has been integrated within or otherwise used in connection with the Platform, subject to Third-Party Terms;

Third-Party Terms: any and all additional terms and conditions or end user license agreements separately issued by the third-party suppliers for agreement by the Customer, relating to Third-Party Software, which by way of this Agreement are deemed accepted by the Customer;

UK: the United Kingdom of Great Britain and Northern Ireland;

Update: if applicable to the Platform and any ancillary services, any update, patch, bug fixes or incremental releases of the Platform provided at Claritas' discretion (unless expressly agreed otherwise in the relevant Statement of Work) but excluding any major releases or modifications that have been made to the Platform. Where infrastructure as a service is provided by Claritas, any updates will expressly exclude any bug fixes;

Use: the ability to use, access, operate, display, or otherwise interact with via an interface, the Platform by the Customer solely for the Customer's internal business operations on the terms of this Agreement, and "Using" shall be construed accordingly;

Users: the Customer's own authorised, internal users of the Platform, being any other person that the Customer allows to access the Platform under the terms of this Agreement;

Virus: anything or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices; and

Vulnerability: a weakness in either or any of the configuration and / or the computational logic (for example, code) found in software and hardware components that when exploited, results in a negative impact to the confidentiality, integrity, or availability, and the term "Vulnerabilities" shall be construed accordingly.

- 1.2 Clause and paragraph headings shall not affect the interpretation of this Agreement.
- 1.3 A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns.
- 1.4 A reference to a company shall include any company, corporation, or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

- 1.7 A reference to a statute or statutory provision is a reference to it as it is in force as at the Effective Date.
- 1.8 A reference to a statute or statutory provision shall include all subordinate legislation made as at the Effective Date under that statute or statutory provision.
- 1.9 A reference to writing or written includes email but not fax.
- 1.10 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.11 References to clauses are to the clauses of the agreed terms at Schedule 1.

2. Agreement

This Agreement shall be binding on the parties on the date stated opposite the signature of the last party to sign it (where both parties have signed this Agreement) or, in the absence of such signature, the date on which Claritas starts to comply with its obligations in accordance Agreement.

3. Platform Licence

- 3.1 Subject to the Customer paying the Fees, the restrictions set out in this clause 3 and the terms of this Agreement, Claritas hereby grants to the Customer a non-exclusive, revocable, non-sublicensable, non-transferable right and licence for the Customer and its Users to Use the Platform during the Subscription Term, in the Territory, for the Customer's business purposes.
- 3.2 The Customer shall procure that the Customer and each User shall keep a secure password for their Use of the Platform, that such password shall be changed no less frequently than 3 months and that each User shall keep his password confidential.
- 3.3 The Customer shall not (and shall ensure that its Users shall not) access, store, distribute, introduce, or transmit any Virus or material during the course of its Use of the Platform that, directly or indirectly:
- 3.3.1 is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 - 3.3.2 facilitates illegal activity;
 - 3.3.3 depicts sexually explicit images;
 - 3.3.4 promotes unlawful violence;
 - 3.3.5 is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; and/or
 - 3.3.6 is otherwise illegal or causes damage or injury to any person or property,
- and Claritas reserves the right, without liability or prejudice to its other rights to the Customer, to suspend the Customer's access to the Platform, part of the Platform or other material that breaches the provisions of this clause, pursuant to clause 15.1.
- 3.4 The Customer shall not (and shall procure that its Users shall not):
- 3.4.1 resell the Platform or any part of the Platform or otherwise describe or hold itself out to be an authorised reseller of all or any part of the Platform;
 - 3.4.2 transfer outside the Platform any software (including related documentation and Third-Party Software) that the Customer obtains from Claritas or third-party licensors in connection with the Platform without prior written consent of the relevant party;
 - 3.4.3 except as may be allowed by any applicable law which is incapable of exclusion by agreement and except to the extent expressly permitted under these Agreed Terms:
 - 3.4.3.1 attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Platform (as applicable) in any form or media or by any means; or
 - 3.4.3.2 attempt to de-compile, reverse compile, disassemble, reverse engineer, or otherwise reduce to human-perceivable form all or any part of the Platform;

- 3.4.4 access all or any part of the Platform in order to build a product or service which competes directly or indirectly with the Platform;
 - 3.4.5 subject to clause 17.8, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Platform available to any third party; or
 - 3.4.6 introduce or permit the introduction of any Virus or Vulnerability into Claritas' network and information systems.
- 3.5 The Customer and the Users shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Platform and, in the event of any such unauthorised access or use, promptly notify Claritas.
- 3.6 The rights provided under this clause 3 are granted to the Customer only and shall not be considered granted to any subsidiary or holding company of the Customer.

4. Platform Features

- 4.1 Claritas shall ensure that the Platform shall conform substantially in accordance with the Specification, other than where such non-conformity arises out of or in connection with an Excused Event.
- 4.2 Claritas shall use commercially reasonable endeavours to make the Platform available 24 hours a day, seven days a week, except for planned maintenance or unscheduled maintenance performed outside Normal Business Hours. Where unscheduled maintenance needs to be performed, Claritas shall, to the extent possible, provide reasonable notice in advance to the Customer.
- 4.3 Claritas may make Updates available to the Customer during the Subscription Term. Licenses to use major releases and modifications or new Platform not included in an Update may be purchased under the terms of a separate agreement.
- 4.4 In order for the Customer to receive a new version of any Third-Party Software acquired from Claritas, the Customer must also have a valid subscription to any support plan of the third-party licensor.

5. Support Services

- 5.1 Subject to clause 5.2 and clause 14.4, during the Subscription **Term** Claritas shall use all commercially reasonable efforts to provide support services to the Customer, as agreed between the parties in writing.
- 5.2 No period of the Platform degradation or inoperability will be included in calculating availability of the Platform to the extent that such downtime or degradation is due directly or indirectly to an Excused Event, planned maintenance or unscheduled maintenance.

6. Professional Services

- 6.1 Claritas may enter a **separate statement of work (or such other commercial document as agreed between the parties)** with the Customer (a "**Statement of Work**") to provide Professional Services, in return for payment. Access to the Platform under this Agreement does not automatically entitle the Customer to Professional Services.
- 6.2 Where a Statement of Work is entered into pursuant to clause 6.1:
- 6.2.1 each Statement of Work (together with this Agreement) is intended by the parties as the final, complete, and exclusive terms of this Agreement for Professional Services and supersedes all prior agreements and understandings (whether oral or written) between the parties with respect to the subject matter of that Statement of Work;
 - 6.2.2 charges for Professional Services shall be set out in the relevant Statement of Work and Claritas will invoice for the Professional Services in compliance with clause 10, unless otherwise stated in the Statement of Work. Payments for Professional Services are not refundable. In the absence of charges set out in the Statement of Work, Professional Services shall be charged at Claritas' rates from time to time in force; and
 - 6.2.3 Claritas shall use all reasonable endeavours to provide the Customer with Professional Services during Normal Business Hours.
- 6.3 Notwithstanding anything to the contrary and subject to 14.4, Claritas shall use reasonable endeavours to meet any performance dates set out in **the relevant Statement of Work**, but any such dates shall be estimates only and time shall not be of the essence in this Agreement.
- 6.4 Any item not specifically included in **the relevant Statement of Work**, or any item that is explicitly excluded from the Professional Services in **the relevant Statement of Work**, is considered "out of scope". Any requests for non-standard services or out of scope services beyond those described in the applicable Statement of Work will be provided separately subject to a separate Statement of Work and at an additional cost to the Customer.
- 6.5 The Customer is solely responsible for making its own assessment of whether the Use of the Platform meets the Customer's applicable legal and regulatory requirements.
- 6.6 Other than Third-Party Software, content that Claritas provides as part of the Professional Services shall belong to Claritas. The Customer is solely responsible for testing, deploying, maintaining, and supporting any such content provided or recommended by Claritas.
- 6.7 Any materials or information that are owned by the Customer or licensed to the Customer from a third party and provided to Claritas for the purposes of the Professional Services, are considered Customer Data. The Customer must ensure that it has adequate rights, consents, permissions, and licences to pass such Customer Data to Claritas, prior to providing the Customer Data.

7. Data Protection

- 7.1 Each party shall comply with applicable requirements of the Data Protection Legislation (including but not limited to Part 3 of the Data Protection Act 2018, where applicable). This clause 7 is in addition to and does not replace a party's obligations under the Data Protection Legislation. The terms "**Controller**", "**Joint Controller**", "**Processor**", "**Data Subject**", "**Personal Data**", "**Personal Data Breach**", "**process**" and "**processing**" have the meanings prescribed in the Data Protection Legislation. The term "**Purpose**" means the provision by Claritas of the Platform pursuant to this Agreement. The term "**Lead Controller**" shall mean, where the Customer is acting as a Joint Controller with another party in respect of the personal data to be processed by Claritas, the party who takes the lead on behalf of the other joint controllers in respect of the appointment of Processor's.
- 7.2 For the purposes of the Data Protection Legislation:
- 7.2.1 the Customer is, and warrants and represents that it is, the Controller or, where relevant, the Lead Controller (in which case the Customer shall inform Claritas of the identities of any other Joint Controller; and
- 7.2.2 Claritas shall act as a Processor and may in certain situations also be a Controller for some data.
- 7.3 Subject to any additional information contained within the Annex to these Agreed Terms, the processing, Personal Data and Data Subjects are as follows:
- 7.3.1 **Subject matter of processing.** The provision of the Platform by Claritas to the Customer pursuant to this Agreement.
- 7.3.2 **Duration of processing.** The Subscription Term.
- 7.3.3 **Nature of processing.** Accessing the Personal Data.
- 7.3.4 **Purpose of processing.** For the purposes and to the extent necessary to provide the Platform and Professional Services and resolve technical problems, questions, and issues with the Platform.
- 7.3.5 **Types of personal data.** Full name, date of birth, gender (optional) of Users; email address the Customer and Users; and IP addresses.
- 7.3.6 **Categories of Data Subject.** Any Users or employees, subcontractors, and representatives of the Customer.
- 7.3.7 **Obligations and rights of the Controller.** The obligations and rights of the Customer as set out in the Data Protection Legislation and this Agreement.
- 7.4 The Customer shall provide all relevant information to Data Subjects in accordance with its obligations under Articles 13 and 14 of GDPR in its capacity as Controller of the Customer Data. The Customer shall ensure that all such information is clear and transparent bearing in mind the fact that some of the Data Subjects are children. In order to assist the Customer in complying with its obligations under this clause 7.4, the Customer shall consider incorporating (i) any relevant Claritas Platform Privacy Policy in place from time to time, (ii) the Customer's privacy policy and/or (iii) a link to the Platform Privacy Policy in place from time, into the Customer's privacy policy.
- 7.5 The Customer acknowledges and agrees that irrespective of whether it uses the Platform Privacy Policy, it remains the Customer's responsibility to comply with its obligations as controller under the Data Protection Legislation, including in respect of the provision of information to the Data Subjects about the collection of Personal Data.

7.6 Where Claritas is a Processor, it shall:

- 7.6.1 process Personal Data only on written instructions of the Customer and only to the extent required to fulfil the Purpose. If Claritas is unable to comply with those instructions or is required by any applicable laws to process Personal Data it shall, to the extent legally permitted, notify the Customer before doing so;
- 7.6.2 have in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of, accidental loss or destruction of or damage to Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected. Claritas shall implement such measures to ensure a level of security appropriate to the risk involved, including as appropriate: (i) the pseudonymisation and encryption of Personal Data; (ii) the ability to ensure the ongoing confidentiality, integrity, available and resilience of processing systems and services; (iii) the ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident; and (iv) a process for regularly testing, assessing and evaluating the effectiveness of security measures;
- 7.6.3 only appoint a sub-processor to process Personal Data in accordance with clauses 7.7 and 7.8;
- 7.6.4 ensure that persons who have access to or process Personal Data keep the Personal Data confidential (either under contractual or statutory obligations);
- 7.6.5 ensure that any transfer of Personal Data outside of the UK takes place only on documented instructions and consent of the Customer and that the third countries to which the Personal Data is transferred ensure an adequate level of protection as determined by the laws of the United Kingdom, or where permissible that alternative appropriate safeguards are in place in respect of the transfer to ensure the transfer is compliant with the Data Protection Legislation. Claritas confirms that at the date of this Agreement no Personal Data is transferred outside of the UK;
- 7.6.6 notify the Customer without undue delay if it receives a request from a Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the personal data processed by Claritas pursuant to this Agreement;
- 7.6.7 notify the Customer without undue delay if it becomes aware of any accidental, unauthorised or unlawful processing of the Personal Data or a Personal Data Breach including the following information: (i) description of the nature of the accidental, unauthorised or unlawful processing and/or Personal Data Breach including where possible the categories and approximate number of the data subjects concerned and the categories of Personal Data concerned; (ii) a description of the likely cause and to the extent known the likely consequences of the Personal Data Breach; and (iii) a description of the measures taken or proposed to be taken to address the accidental, unauthorised or unlawful processing and/or Personal Data Breach together with measures to mitigate possible adverse effects;
- 7.6.8 following the occurrence of an event described in clause 7.6.7 above, cooperate with the Customer;
- 7.6.9 not inform any third party of any Personal Data Breach without first obtaining the Customer's prior written consent, except when required to do so by law;

- 7.6.10 taking into account the nature of Claritas' processing and the information available to Claritas, provide reasonable assistance to the Customer complying with its obligations pursuant to Articles 32 to 36 of GDPR and Part 3 of the Data Protection Act 2018 including in relation to Data Subject rights, data protection impact assessments and reporting to and consulting with supervisory authorities under the Data Protection Legislation;
 - 7.6.11 at the written direction of the Customer, delete or return Personal Data (including any copies of Personal Data) to the Customer on termination of this Agreement unless Claritas is required by law to store the Personal Data;
 - 7.6.12 maintain complete and accurate records and information to demonstrate its compliance with this clause and the Data Protection Legislation (with particular reference to Article 28 of the UK GDPR and Part 3 of the Data Protection Act 2018, where applicable) and allow for audits by the Customer or the Customer's designated auditor, provided that the Customer shall provide reasonable notice of such audits and shall carry out the audits no more than once a year and the Customer shall bear the costs of such audits; and
 - 7.6.13 inform the Customer if, in its opinion, an instruction from the Customer infringes the Data Protection Legislation and shall promptly notify the Customer of any changes to Data Protection Legislation that may adversely affect Claritas' performance of this Agreement.
- 7.7 The Customer hereby provides Claritas with general authorisation to engage sub-processors to process Personal Data under this Agreement. Claritas shall maintain a list of such sub-processors. Where Claritas wishes to update its list of sub-processors it shall provide the Customer with not less than 10 Business Days' notice, prior to updating the list and engaging any additional sub-processors. The Customer may object to any new sub-processors without penalty where, acting reasonably, it believes that the sub-processor in question would not be able meet the requirements of this Agreement and the Data Protection Legislation. Any such objection must be raised within 5 Business Days of Claritas notifying the Customer of its intention to appoint a new sub-processor.
- 7.8 Where Claritas appoints a sub-processor to process Personal Data it shall enter into a written agreement which imposes on the sub-processor the same data protection obligations as are imposed in this Agreement on Claritas. Claritas shall remain fully liable to the Customer for performance of the sub-processor's obligations to the extent the sub-processor fails to fulfil their data protection obligations. Claritas shall ensure that its agreement with the sub-processor terminates automatically on termination of this Agreement for any reason.
- 7.9 Notwithstanding clause 7.6.12, Claritas and the Customer shall maintain a record of all processing activities carried out on behalf of the Customer and such records must include:
- 7.9.1 Claritas' name and contact details (and the name and contact details of any sub-processor appointed by Claritas to process Personal Data of the Customer on its behalf);
 - 7.9.2 the name and contact details of the Customer;
 - 7.9.3 where applicable, the name and contact details of Claritas' data protection officer;
 - 7.9.4 the categories of processing carried out on behalf of the Customer;
 - 7.9.5 where applicable, details of any transfer of Personal Data outside of the UK, together with details of the country or organisation to which the Personal Data has been transferred; and

- 7.9.6 where possible, a general description of the technical and organisational measures in place (under clause 7.6.2).
- 7.10 Notwithstanding clause 7.6.12, Claritas and the Customer shall keep logs of the following operations in automated processing systems (to the extent they have any): collection, alteration, consultation, disclosure (including transfers), combination and erasure. Such logs shall (so far as is technically practical) make it possible, as far as possible, to establish the justification for, the date and time of and the identity of the person who consulted or disclosed and transferred the data.
- 7.11 Claritas and the Customer shall only use the logs kept under clause 7.10:
- 7.11.1 to verify the lawfulness of processing;
 - 7.11.2 to assist with self-monitoring, including conducting internal disciplinary procedures;
 - 7.11.3 to ensure the integrity and security of Personal Data; and/or
 - 7.11.4 for the purposes of criminal proceedings.
- 7.12 Any records kept by Claritas in accordance with clause 7.9 and 7.10 must be made available to the Commissioner upon request.
- 7.13 Claritas and the Customer must co-operate, upon request, with the Commissioner in the performance of any of the Commissioner's tasks.
- 7.14 The Customer shall indemnify, keep indemnified and hold harmless, at its own expense, Claritas against all costs, claims, damages, expenses or other losses incurred by Claritas or for which Claritas may become liable due to (i) any failure by the Customer or its employees, subcontractors or agents to comply with any of its obligations under this Agreement or the Data Protection Legislation (including but not limited to Part 3 of the Data Protection Act 2018), or (ii) the Customer's breach of warranty and/or any misrepresentation that it is the Controller as set out in clause 7.2.1 or (c) any liability of the Customer to any of its Joint Controllers. Any limitation of liability set forth in this Agreement will not apply to the indemnity in this clause or the Customer's reimbursement obligations under this clause.

8. Claritas' Obligations

8.1 Where the Platform does not substantially conform with the Specification, Claritas will, at its expense and sole discretion, either:

- 8.1.1 use reasonable commercial endeavours to correct any such non-conformance promptly; or
- 8.1.2 provide the Customer with an alternative means of accomplishing the desired performance.

Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 4.1.

8.2 Claritas:

8.2.1 does not warrant that:

- 8.2.1.1 the Customer's Use of the Platform, Third-Party Software or components will be uninterrupted or error-free or free of harmful components;
- 8.2.1.2 that the Platform and/or the information obtained by the Customer through the Platform will meet the Customer's requirements;
- 8.2.1.3 any content will be secure or not otherwise lost or altered; or
- 8.2.1.4 the Platform will be free from Vulnerabilities or Viruses; and

8.2.2 is not responsible for any delays, delivery failures, or any other loss or damage resulting from:

- 8.2.2.1 an Excused Event; or
- 8.2.2.2 the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Platform may be subject to limitations, delays, and other problems inherent in the use of such communications facilities.

8.3 Claritas, its suppliers, affiliates, licensors, and representatives, do not, except to the extent prohibited by law, make any representations or warranties of any kind, whether express, implied, statutory, or otherwise regarding the Platform or Third-Party Software or content, and Claritas disclaims all warranties, including any implied or express warranties:

- 8.3.1 of merchantability or quiet enjoyment;
- 8.3.2 that the Platform or Third-Party Software or content is: of satisfactory quality, fit for a particular purpose, or will not infringe any third-party rights; and
- 8.3.3 arising out of any course of dealing or usage of trade.

8.4 This Agreement shall not be exclusive to either party nor shall it prevent Claritas from entering into similar agreements with third parties, or from independently developing, using, selling, or licensing documentation, products and/or services which are similar to those provided under this Agreement.

8.5 Claritas warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this Agreement.

9. Customer's Obligations

9.1 The Customer shall:

9.1.1 provide Claritas with:

9.1.1.1 all necessary co-operation in relation to this Agreement; and

9.1.1.2 all necessary information as may be reasonably required by Claritas and where applicable, within the timeframes set by Claritas,

in order to provide the Platform and ensure that such information is complete and accurate in all material respects;

9.1.2 keep and maintain an up-to-date list of past and current Users and provide a list to Claritas of such Users upon reasonable request by Claritas;

9.1.3 hold and maintain insurance in relation to all potential risks covered by this Agreement;

9.1.4 comply, and ensure that its Users comply, with all applicable laws and regulations with respect to its activities under this Agreement;

9.1.5 comply, and ensure that its Users comply, with all policies and procedures in relation to the Platform or Professional Services in place from time to time and as notified to it by Claritas;

9.1.6 carry out all other Customer responsibilities set out in these Agreed Terms or other responsibilities otherwise agreed between the parties, in a timely and efficient manner;

9.1.7 ensure that it, and its Users, Use the Platform in accordance with these Agreed Terms and is responsible for any User's acts, omissions and/or breach of this Agreement as if it were the acts, omissions, or breach by the Customer;

9.1.8 obtain and maintain all necessary licences, consents, and permissions necessary for the Customer, its contractors, and agents to perform its obligations pursuant to this Agreement; and

9.1.9 ensure that its network and systems comply with the relevant specifications provided by Claritas from time to time.

9.2 The Customer shall own all right, title and interest in and to all of the Customer Data that is not Personal Data and shall have sole responsibility for the legality, reliability, integrity, accuracy, and quality of all such Customer Data. The Customer should always maintain a backed-up copy of all Customer Data independently of the Platform and the Customer should never use the Platform as the sole source of the Customer Data.

10. Fees and Payment

- 10.1 The Customer shall pay the Fees (in accordance with the relevant Platform Volume) to Claritas in accordance with this clause 10.
- 10.2 Claritas' Fees are exclusive of the following, which shall be payable by the Customer in accordance with this clause 10:
- 10.2.1 VAT. Where VAT is payable in respect of the Platform or Professional Services, the Customer must pay such additional amounts in respect of the VAT at the applicable rate at the same time as payment of the Fees; and
 - 10.2.2 the cost of hotel, subsistence, travelling and any other ancillary expenses reasonably incurred by the individuals whom Claritas engages in connection with the Platform or this Agreement.
- 10.3 Claritas shall issue electronic invoices monthly in arrears. The Customer shall pay all invoices within thirty (30) calendar days of the invoice date, in full and cleared funds, unless specified otherwise in the Commercial Terms.
- 10.4 If Claritas has not received payment within 14 calendar days after the due date of the relevant invoice, without prejudice to any other rights and remedies of Claritas:
- 10.4.1 Claritas may, without liability to the Customer, suspend or disable the Customer's password, account and access to all or part of the Platform and Claritas shall be under no obligation to provide any or all of the Platform while the invoice(s) concerned remain unpaid; and/or
 - 10.4.2 interest shall accrue daily on such due amounts at an annual rate equal to 8% over the then current base lending rate of Claritas' bankers in the UK from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.
- 10.5 The Customer acknowledges that the Platform Volume may change during the Term, depending on the requirements of the Customer. As of the Effective Date, the Platform Volume will be the Initial Platform Volume. The Customer acknowledges that if it exceeds the usage limit, volume, or threshold of the Initial Platform Volume, Claritas will:
- 10.5.1 automatically upgrade the Customer to the applicable Increased Platform Volume level during the Term;
 - 10.5.2 increase the Fees to reflect the fees payable for the relevant Platform Volume; and
 - 10.5.3 invoice the Customer retrospectively and moving forwards (as applicable) for any Increased Platform Volume used, or to be used.
- 10.6 Any quotation provided by Claritas shall not constitute an offer. A quotation shall only be valid for the period stated on the relevant quotation, or where such period is not stated, a period of 10 Business Days from its date of issue.
- 10.7 Claritas may immediately vary any quotations, price lists or Fees for any agreements not yet entered into.

- 10.8 Claritas may vary the Fees of agreements already entered into from time to time by providing the Customer with no less than 30 days' written notice of such changes prior to the then current Initial Term or the Extended Term (as the case may be) to take effect from the start of the next Extended Term. The Fees variations will be at the sole discretion of Claritas and include increases due to RPI, third party fees and other costs as may be notified from time to time. Such Fee increases are separate to any Fee increases due to the change in Platform Volume pursuant to clause 10.5.
- 10.9 All amounts due from the Customer to Claritas under this Agreement must be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of the tax as is required by law).
- 10.10 Any questions or genuine disputes regarding Fees shall be raised by the Customer within 14 calendar days of the invoice. The parties will work in good faith to resolve any billing or fee disputes.

11. Intellectual Property Rights and Third-Party Terms

11.1 The Customer acknowledges and agrees that Claritas and/or its licensors:

- 11.1.1 own all Intellectual Property Rights in the Platform, Professional Services, and any Updates. Except as expressly stated herein, this Agreement does not grant the Customer any Intellectual Property Rights to, or in, the Platform or Professional Services;
- 11.1.2 use enhancements, processes, methods, designs, and know-how whether or not copyrightable or patentable that Claritas conceived or may conceive during the course of other engagements, but which do not include or use other customers' Confidential Information; and
- 11.1.3 may independently develop Intellectual Property Rights, enhancements, processes, methods, designs or know-how that Claritas may embody in or use to create derivative works of the Platform, Professional Services or Updates and the Customer acknowledges that Claritas may use such Intellectual Property Rights, enhancements, processes, methods, designs and know-how in Claritas' business operations with other customers, provided that such usage does not utilize any of the Customer's Confidential Information. For the avoidance of doubt, where such developments are made, Claritas retains full and exclusive title, rights, and ownership in such Intellectual Property Rights, provided that such Intellectual Property Rights do not include Confidential Information belonging solely to the Customer.

11.2 Notwithstanding anything to the contrary, certain Third-Party Software supplied by Claritas is subject to Third-Party Terms. Such Third-Party Software shall be deemed to be incorporated within the Software for the purposes of the licence in clause 3 and use of the Third-Party Software (and any related support, maintenance, or documentation) shall be subject to such Third-Party Terms. In such cases, this Agreement does not grant the Customer any rights to and Claritas assumes no liability with respect to such Third-Party Software.

11.3 The Customer:

- 11.3.1 shall comply with all applicable Third-Party Terms;
- 11.3.2 shall be responsible for any third-party licences and license costs which are not included within the Commercial Terms and will be wholly liable to Claritas for any unlicensed software used in connection with Claritas' services in the event that an audit is undertaken by a Third-Party Software provider, including unlicensed software installed by the Customer or a User;
- 11.3.3 in respect of the Customer Data, grants to Claritas a non-exclusive, non-sublicensable, non-transferable, irrevocable right to use such Customer Data where Claritas requires access to this in order to provide support or other technical services in relation to the Platform;
- 11.3.4 confirms that it has all the rights in relation to the Customer Data that are necessary to grant all the rights it purports to grant to Claritas under clause 11.3.2;
- 11.3.5 shall use all reasonable endeavours to prevent and mitigate any infringement of Claritas' Intellectual Property Rights in the Platform and shall promptly report any such infringement that comes to its attention;

- 11.3.6 where it has provided feedback to Claritas in respect of any aspect of the Platform and its user experience, grants to Claritas an irrevocable, royalty free right to use feedback to improve its products and services; and
- 11.3.7 in relation to each User, shall:
 - 11.3.7.1 ensure that each User, before starting to Use Platform, is made aware that the Platform is proprietary to Claritas and that it may only be Used in accordance with this Agreement;
 - 11.3.7.2 implement suitable disciplinary procedures for employees or other representatives who make unauthorised use or copies of the Platform pursuant to clause 3.5; and
 - 11.3.7.3 not permit, attempt to obtain, or assist third parties in obtaining, access to or use of the Platform without the prior written consent of Claritas, who may require that such third party executes a written confidentiality agreement before being given access to the same.

12. Confidentiality

- 12.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under this Agreement. A party's Confidential Information shall not be deemed to include information that:
- 12.1.1 is or becomes publicly known other than through any act or omission of the receiving party;
 - 12.1.2 was in the other party's lawful possession before the disclosure;
 - 12.1.3 is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or
 - 12.1.4 is independently developed by the receiving party, which independent development can be shown by written evidence.
- 12.2 Subject to clause 12.4, each party shall hold the other's Confidential Information in confidence and not make the other's Confidential Information available to any third-party or use the other's Confidential Information for any purpose other than the implementation of these Agreed Terms.
- 12.3 Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of these Agreed Terms.
- 12.4 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 12.4, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.
- 12.5 The Customer acknowledges that details of the Platform and the results of any performance tests of the Platform constitute Claritas' Confidential Information.
- 12.6 Claritas acknowledges that the Customer Data is the Confidential Information of the Customer.
- 12.7 Neither party shall make, or permit any person to make, any public announcement concerning this Agreement without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.
- 12.8 The above provisions of this clause 12 shall survive termination of this Agreement, however arising.

13. Indemnity

- 13.1 Subject to clause 13.3, Claritas shall defend the Customer against any claim that the Customer's Use of the Platform directly and knowingly infringes any Intellectual Property Rights of third parties in the United Kingdom, and shall indemnify the Customer for any reasonable and mitigated amounts awarded against the Customer in judgment or settlement of such claims provided that:
- 13.1.1 Claritas is given prompt notice of any such claim;
 - 13.1.2 the Customer does not make any admission, or otherwise attempt to compromise or settle the claim and provides reasonable co-operation to Claritas in the defence and settlement of such claim, at Claritas' expense; and
 - 13.1.3 Claritas is given sole authority to defend or settle the claim.
- 13.2 Subject to clause 13.3, in the defence or settlement of any claim, Claritas may procure the right for the Customer to continue using the Platform, replace or modify the same so that they become non-infringing or, if such remedies are not reasonably available, terminate this Agreement on 5 Business Days' notice to the Customer without any additional liability or obligation to pay liquidated damages or other additional costs to the indemnified party.
- 13.3 In no event shall Claritas, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on an Excused Event or the Customer's Use of the Platform after notice of the alleged or actual infringement from Claritas or any appropriate authority.
- 13.4 The Customer shall defend, indemnify, and hold Claritas (including its employees, agents, and representatives), all members of Claritas' group and any Third-Party Software licensor harmless against claims, actions, proceedings, losses, damages, expenses, and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Customer, any representative of the Customer (including its employees and personnel) and any Users' direct or indirect:
- 13.4.1 an Excused Event;
 - 13.4.2 Use of the Platform;
 - 13.4.3 any breach of this Agreement or violation of any applicable law; and
 - 13.4.4 a dispute between the Customer and any User.
- 13.5 The foregoing and clause 14.3.3 state the Customer's sole and exclusive rights and remedies, and Claritas' (and its employees, agents, and sub-contractors') entire obligations and liability for infringement of any Intellectual Property Rights.

14. Limitation of Liability – the Customer's attention is drawn specifically to this clause

14.1 Nothing in these Agreed Terms limits any liability which cannot legally be limited, including liability for:

14.1.1 death or personal injury caused by Claritas' negligence;

14.1.2 fraud or fraudulent misrepresentation; or

14.1.3 any other liability that is not permitted to be limited or excluded by law.

14.2 Except as expressly and specifically provided in these Agreed Terms:

14.2.1 the Customer assumes sole responsibility for results obtained from the Use of the Platform by the Customer, and for conclusions drawn from such Use. Claritas shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Claritas by the Customer in connection with the Platform, or any actions taken by Claritas at the Customer's direction;

14.2.2 all warranties, representations, conditions, and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Agreement; and

14.2.3 the Platform is provided to the Customer on an "as is" basis and without warranties or guarantees.

14.3 Subject to clauses 14.1 and 14.2:

14.3.1 Claritas shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of sale or business, loss of agreements or contracts, loss of anticipated savings, loss of or damage to goodwill and/or similar losses or loss or corruption of software, data or information or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this Agreement;

14.3.2 Claritas shall not be liable for any failure to perform, or any delay in performing, any or all of its obligations under this Agreement to the extent that such failure or delay is directly or indirectly caused by an Excused Event or other act or omission of the Customer, User, or any person under the Customer's control; and

14.3.3 Claritas' 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 be limited to:

14.3.3.1 in each contract year, 100% of the total Fees paid for the Platform during the relevant contract year; and

14.3.3.2 during the Subscription Term, £200,000.

- 14.4 If Claritas' performance of its obligations under this Agreement is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees or any other third party acting on behalf of or providing additional services, platforms or software to the Customer, or an Excused Event then, without prejudice to any other right or remedy it may have, Claritas shall be allowed an extension of time to perform its obligations equal to the delay caused by the Excused Event and Claritas will not be liable for any costs, charges or losses sustained by the Customer that arise directly or indirectly from the Excused Event.
- 14.5 The Customer shall be liable to pay to Claritas, on demand, all reasonable costs, charges, or losses sustained or incurred by Claritas (including, without limitation, any direct, indirect, or consequential losses; loss of profit and loss of reputation; and loss of opportunity to deploy resources elsewhere) that arise directly or indirectly from an Excused Event.

15. Platform Suspension

15.1 Claritas may immediately, on notice to the Customer, suspend the Customer's or the User's Use of part or all of the Platform where Claritas determines that:

15.1.1 the Customer or any User's Use of the Platform:

15.1.1.1 poses a security risk to the services or Platform of any third party or any Third-Party Software;

15.1.1.2 could adversely impact Claritas' systems, the Platform or the systems or Customer Data of any other customer;

15.1.1.3 could subject Claritas, its affiliates, or any third party to liability; or

15.1.1.4 could be fraudulent;

15.1.2 the Customer or any User is, in breach or potential of this Agreement, including but not limited to any breach of its obligations under clause 3.3;

15.1.3 the Customer or any User is in breach of any payment obligations of this Agreement pursuant to clause 10.4.1 or any other contract between the parties; or

15.1.4 suspension is required to deal with any technical issues, make minor technical changes, implement an Update, comply with any changes in applicable laws and regulations and/or make changes to the Platform.

15.2 If Claritas suspends the Customer's or the User's right to Use any part or all of the Platform, the Customer:

15.2.1 remains responsible for all Fees and additional charges incurred by the Customer during the period of suspension;

15.2.2 will not be entitled to an extension of the Subscription Term for any period of suspension.

16. Term and Termination

- 16.1 This Agreement shall commence on the Effective Date and Use of the Platform shall commence on the Start Date.
- 16.2 Unless this Agreement expires or is terminated earlier in accordance with its terms, this Agreement shall continue for the Initial Term, and shall automatically extend for the Extended Term at the end of the Initial Term and the end of each Extended Term (as applicable). Together the Initial Term and, where applicable, any Extended Term(s) shall be considered the "**Subscription Term**".
- 16.3 With respect to any Statement of Work, the Statement of Work shall commence on its respective effective date and continue until expiry or termination in accordance with its term, or termination in accordance with this Agreement, whichever is the earlier.
- 16.4 Each party's right to terminate this Agreement shall be without prejudice to any other right or remedy available to it.
- 16.5 Each party may terminate:
- 16.5.1 this Agreement by giving the other party at least 90 calendar days' notice prior to the end of the Initial Term or the then current Extended Term (as applicable); and
 - 16.5.2 the relevant Statement of Work, by giving the other party at least 90 calendar days' notice prior to the end of the term of the Statement of Work.
- 16.6 Claritas may terminate this Agreement and/or any Statement of Work immediately on notice to the Customer and without liability:
- 16.6.1 if the Customer is in material breach of this Agreement and the material breach is not resolved within 30 days of notice of the breach or is incapable of remedy;
 - 16.6.2 if the Customer repeatedly breaches this Agreement;
 - 16.6.3 if Claritas has suspended the Customer's or the User's Use of part, or all of, the Platform pursuant to clause 15 for 30 days or more, or, where the event giving rise to the suspension is incapable of remedy;
 - 16.6.4 if Claritas' relationship with any third-party partner who provides Third-Party Software or other technology Claritas uses to provide the Platform expires, terminates, or requires Claritas to change the way it provides the Platform, software, or other technology as part of the Platform;
 - 16.6.5 if one or more of the following applies to the other party:
 - 16.6.5.1 it ceases to trade;
 - 16.6.5.2 it is unable to pay its debts; and/or
 - 16.6.5.3 it suffers an Insolvency Event; or
 - 16.6.6 in order to comply with the law or requests of governmental entities.

- 16.7 Where there are current Statements of Work in force at the date of notification of termination under clause 16.5 or 16.6, termination of this Agreement shall only take effect when the last of those Statements of Work expires or terminates. The parties shall not enter into any further Statements of Work after the date on which notice to terminate is served under clause 16.5 or 16.6.
- 16.8 On termination of this Agreement and/or **any relevant Statement of Work**:
- 16.8.1 any licences provided by Claritas to the Customer shall immediately cease;
 - 16.8.2 Claritas shall continue to provide products or services not terminated pursuant to **any relevant Statement of Work**;
 - 16.8.3 the Customer shall immediately cease all Use of the Platform and promptly return any Claritas equipment (if applicable) to Claritas;
 - 16.8.4 the Customer shall immediately pay any outstanding sums under this Agreement. In respect of the Platform supplied but for which no invoice has been submitted, Claritas shall submit an invoice that shall be payable by the Customer immediately on receipt;
 - 16.8.5 the Customer shall return and make no further use of any equipment, property, and other items (and all copies of them) belonging to Claritas;
 - 16.8.6 the Customer shall return or destroy all of Claritas' Confidential Information or any document containing part thereof, together with all copies of such Confidential Information (including, to the extent reasonably possible, all electronic copies) and shall on reasonable request provide written confirmation that such steps have been taken; and
 - 16.8.7 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 this Agreement which existed at or before the date of termination shall not be affected or prejudiced.
- 16.9 During the 30 calendar days following the date of termination the Customer shall have the ability to retrieve any Customer Data from the Platform provided that the Customer has complied with its payment obligations in clause 7.6.2, subject to additional charges as notified by Claritas from time to time. The Customer acknowledges that there is no guarantee that any Customer Data or other data will be stored by Claritas for more than 30 days after termination and Claritas shall have no liability in the event that such data is destroyed or if the Customer has failed to retrieve such data within the time period.

17. General

- 17.1 **Force Majeure.** Neither party shall be liable to the other for any delay or non-performance of its obligations under this Agreement arising from any event beyond its reasonable control, provided that it notifies the other party of the circumstances and the extent of any resulting delay or prevention and resumes performance of its obligations as soon as reasonably possible following its end. The failure to make payment or any events preventing payment shall not be considered an event beyond the reasonable control of either party.
- 17.2 **Capacity.** Each party warrants that it has full capacity and authority and all necessary consents to enter into and perform the obligations set out in this Agreement, and where applicable, grant the rights and licences referred to in this Agreement.
- 17.3 **Variation.** No variation of these Agreed Terms shall be effective unless it is in writing and signed by the parties or their authorised representatives. Claritas is entitled upon giving 30 Business Days' notice to the Customer to (a) vary the Platform to exclude from this Agreement any part of the Platform as it thinks fit, if for any reason the supply of such part of the Platform shall be discontinued; (b) change a specification at its absolute discretion; and (c) exclude, discontinue or make changes to the Platform where there is significant risk to the security, integrity and availability of Customers' data or to comply with any applicable laws or this Agreement. Such change shall not affect any Agreement or Statement of Work.
- 17.4 **Waiver.** Failure to exercise (or to fully exercise), or any delay in exercising, any right or remedy provided under these Agreed Terms or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy under these Agreed Terms or by law.
- 17.5 **Business Continuity.** As part of the Platform and this Agreement, Claritas is responsible for maintaining a backup of all Confidential Information or Customer Data, for an orderly and timely recovery of such data in the event that the Platform may be interrupted. Claritas may make incremental and full backups and follow business continuity and disaster recover procedures from relevant cyber security frameworks.
- 17.6 **Severance.** If any provision of these Agreed Terms is found by any court or administrative body of competent jurisdiction to be invalid, illegal, or unenforceable in any jurisdiction then it shall be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable. If such modification is not possible that provision shall be deemed to be omitted from these Agreed Terms in so far as this Agreement relates to that jurisdiction and the validity and enforceability of that provision in other jurisdictions and the other provisions of these Agreed Terms shall not be affected or impaired.
- 17.7 **Entire Agreement.** These terms and conditions (and the documents referred to within them) contains all the terms which the parties have agreed with respect to its subject matter and supersedes all previous agreements and understandings between the parties (whether oral or in writing) relating to such subject matter. Each party acknowledges and agrees that it has not been induced to enter into this Agreement by a statement or promise which it does not contain or is not contained in a document referenced within it. All warranties, conditions, and other terms (whether express or implied) that are not set out in these Agreed Terms are (to the fullest extent permitted by law) excluded from this Agreement. Where applicable, any valid Statement of Work shall be incorporated into this Agreement.
- 17.8 **Assignment.** The Customer shall not, without the prior written consent of Claritas, assign, transfer, charge, sub-contract, or deal in any other manner with all or any of its rights or obligations under this Agreement. Claritas may at any time assign, transfer, charge, sub-contract, or deal in any other manner with all or any of its rights or obligations under this Agreement.

17.9 **Third Party Rights.** This Agreement is between the Customer and Claritas. No other person has any rights to enforce any of its terms.

17.10 **Notices**

17.10.1 Any notice required to be given under this Agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its registered office address, or such other address as may have been notified by that party for such purposes or sent by email to the other party's email address as notified by each party to the other from time to time.

17.10.2 A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9 am on the first business day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post. A notice sent by email shall be deemed to have been received at the time of transmission.

17.11 **Compliance.** Each party shall comply with the Bribery Act 2010, the Modern Slavery Act 2015 and the Criminal Finances Act 2017 and not do, or omit to do, any act that will cause the other to be in breach of the Bribery Act 2010, the Modern Slavery Act 2015, or the Criminal Finances Act 2017.

17.12 **Conflicts.** In the event of any conflict or ambiguity between the Commercial Terms, any Statement of Work and the Agreed Terms, the order of precedence shall be: (a) the relevant Statement of Work; (b) the Commercial Terms; and (c) the Agreed Terms. In the event of any conflict between this Agreement above and any separate Third-Party Terms, the separate Third-Party Terms will take precedence to the extent of the inconsistency.

17.13 **Governing Law and Jurisdiction**

17.13.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

17.13.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

Thank You



Simplifying IT Complexity.
It's What We Do.

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