

TERMS AND CONDITIONS

1. SERVICES AND SUPPORT

- 1.1. Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Customer the Services.
- 1.2. Subject to the terms hereof, Company will provide Customer with reasonable technical support services.

2. CONFIDENTIALITY; PROPRIETARY RIGHTS

- 2.1. Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Company to enable the provision of the Services ("Customer Data"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.
- 2.2. Customer shall own all right, title and interest in and to the Customer Data, as well as any data that is based on or derived from the Customer Data and provided to Customer as part of the Services. Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with support, and (c) all intellectual property rights related to any of the foregoing.

3. PAYMENT OF FEES

- 3.1. Customer will pay Company the then applicable fees described in the Order Form for the Services in accordance with the terms therein (the "Fees"). If Customer's use of the Services exceeds the Service Capacity set forth on the Order Form or otherwise requires the payment of additional fees (per the terms of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or the current renewal term, upon thirty (30) days prior notice to Customer (which may be sent by email). If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's customer support department.
- 3.2. Company may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Company thirty (30) days after the mailing date of the invoice. If payment is not received by the Company within this timeframe, the Company reserves the right to impose a late payment fee. This fee will be equivalent to 2% of the overdue amount and will be assessed for the first time on the 31st day following the invoice's mailing date. Thereafter, the late payment fee will increase by an additional 1% of the

overdue amount every ten (10) days until the overdue amount is paid in full.

4. TERM AND TERMINATION

- 4.1. The Agreement is effective starting from the “Effective Date”.
- 4.2. Upon the end of the Initial Service Term, your order for the respective Services will automatically renew for additional periods of the same duration as the Initial Service Term (collectively, the “Term”), unless either party requests termination at least thirty (30) days prior to the end of the then-current term..
- 4.3. Either party may terminate the Agreement if the other party has materially breached the Agreement upon written notice to the breaching party of the breach and an opportunity to cure of at least 30 days. We may withdraw from providing any or all of the Services at any time by providing notice of termination of the Agreement or specific Services to you via the email address we have on file. In the event we terminate the Agreement or any Services for any reason other than breach of the Agreement by you, we will give you a refund of prepaid fees for unelapsed months of the terminated Services. For the avoidance of doubt, you agree that we will not be obligated to issue a refund if our withdrawal is caused by your breach of the Agreement, including your failure to pay any fees when due or to timely provide information, systems access or input that we have reasonably requested for the provision of the Services. You may stop using the Services at any time without cause, however we will not be obligated to provide a refund of any prepaid subscription fees.

5. INDEMNIFICATION

You shall defend, indemnify and hold harmless the Provider Entities and their employees, officers, directors, consultants, representatives and agents from and against all damages, losses, liabilities, claims, demands, actions, suits, judgments, settlements, costs and expenses, including all attorneys’ fees, that arise from or relate to: (a) your use of and/or our provision of the Services (except to the extent arising directly from our willful misconduct or gross negligence), (b) your violation of the Agreement that injures any third party, (c) any content, information or materials provided by you, or (d) infringement by you, or any third party using your account or identity in the Services or Our Technology, of any intellectual property or other right of any third party. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you agree to reasonably assist and cooperate with us in asserting any available defenses and/or defending any legal proceeding.

6. WARRANTY AND DISCLAIMER

Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimises errors and interruptions in the Services. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company’s reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED “AS IS” AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

7. **MISCELLANEOUS**

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by Customer except with Company's prior written consent. Company may transfer and assign any of its rights and obligations under this Agreement without consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognised overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by and construed in all respects in accordance with English law, the parties irrevocably submit to the exclusive jurisdiction of the English courts for the purposes of any dispute in relation to it.