

OASIS HUB TERMS & CONDITIONS & LICENCE AGREEMENT

PLEASE READ CAREFULLY BEFORE AGREEING TO THESE TERMS:

This end-user licence agreement (**Agreement**) is a legal agreement between you, the company you represent (**Customer** or **you**) and Oasis Hub Limited (**Supplier, us** or **we**) for:

- access to Oasis HUB (**Software**), the data supplied with the software (**Data**), and the associated media (**Media**);
- any printed materials and online or electronic documents (**Documents**);
- any services provided by us in respect of the Software or Data (**Services**).

We licence use of the Software, Data and Documents to you on the basis of this Licence. We do not sell the Software, Data or Documents to you. We remain the owners of the Software, Data and Documents at all times.

OPERATING SYSTEM REQUIREMENTS: THIS SOFTWARE REQUIRES AN INTERNET-ENABLED COMPUTER WITH A MINIMUM BROWSER REQUIREMENT OF:

- MICROSOFT INTERNET EXPLORER 11 AND ABOVE;
- MICROSOFT EDGE;
- MOZILLA FIREFOX CURRENT VERSION; OR
- GOOGLE CHROME CURRENT VERSION.

IMPORTANT NOTICE TO ALL USERS:

- BY CLICKING ON THE "ACCEPT" BUTTON BELOW YOU AGREE TO THE TERMS OF THIS LICENCE WHICH WILL BIND YOU AND YOUR EMPLOYER. THE TERMS OF THIS LICENCE INCLUDE, IN PARTICULAR, LIMITATIONS ON LIABILITY IN CLAUSE 17 OF THESE TERMS AND CONDITIONS.
- IF YOU DO NOT AGREE TO THE TERMS OF THESE TERMS AND CONDITIONS, WE WILL NOT LICENSE THE SOFTWARE, DATA AND DOCUMENTS TO YOU AND YOU MUST DISCONTINUE THE ORDERING PROCESS NOW BY CLICKING ON THE "CANCEL" BUTTON BELOW. IN THIS CASE THE ORDERING PROCESS WILL TERMINATE AND YOU MAY NOT DOWNLOAD OR ORDER ANY SOFTWARE, DATA OR DOCUMENTS FROM US.

IMPORTANT NOTICE REGARDING CONSUMERS:

- THIS IS A BUSINESS TO BUSINESS TRANSACTION, AND AS SUCH YOU ARE NOT PERMITTED TO CANCEL THE AGREEMENT ONCE YOU HAVE PROGRESSED THE ORDER.
- THIS DOES NOT AFFECT YOUR CONSUMER RIGHTS FOR DEFECTIVE DOWNLOADED SOFTWARE, DATA OR DOCUMENTS.

BACKGROUND

- (A) The Supplier owns the copyright and any database rights in the Supplier Data (as defined below).
- (B) The Supplier has agreed to provide the Services (as defined below) on the terms set out in these Terms and Conditions and Order.
- (C) As part of the Services, the Supplier has agreed to license to the Customer the use of all copyright and database rights in the Supplier Data (as defined below) for a specific business purpose on the terms set out in these Terms and Conditions.

TERMS & CONDITIONS

1. Interpretation

1.1 The definitions and rules of interpretation in this clause apply in these Terms and Conditions and in any other agreement between the parties relating to the Software, Data, Documents, Media or the Services.

Accounting Period: the 12-month period commencing on the Commencement Date, each subsequent 12-month period and the final period commencing on the date following the end of the last complete 12-month period before the date of termination of the Agreement and ending on the date of termination.

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

Charges: the charges specified in the Order.

Commencement Date: the date that the Supplier notifies the Customer of acceptance of the Order in accordance with clause 2.3.

Confidential Information: all confidential information (however recorded or preserved) disclosed by a party or its employees, officers, representatives, advisers or sub-contractors involved in the provision or receipt of the Services who need to know the confidential information in question (**Representatives**) to the other party and that party's Representatives in connection with the Agreement, which is either labelled as such or else which should reasonably be considered as confidential because of its nature and the manner of its disclosure.

Customer System: any information technology system or systems owned or operated by the Customer from which Data is received in accordance with these Terms and Conditions.

Customer User: any employee of the Customer authorised by the Customer to access and use the Services (wholly or in part), as set out in the Order.

Customer User Restrictions: a Customer's internal business uses, plus any obligations set out in the Order (including any Third-Party Data user restrictions).

Data: the data or information, in whatever form including images, still and moving, and sound recordings, the provision of which comprises the Services (wholly or in part), and including any Third-Party Data from time to time.

Data Protection Legislation: the Data Protection Act 1998 (until May 2018 and thereafter unless and until the General Data Protection Regulation ((EU) 2016/679) (GDPR) is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK; and then any successor legislation to the GDPR or the Data Protection Act 1998), the Data Protection Directive (95/46/EC), the Regulation of Investigatory

Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) and all applicable laws and regulations relating to the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner, and the equivalent of any of the foregoing in any relevant jurisdiction.

Derived Data: any Data (wholly or in part) manipulated to such a degree that it:

- (a) cannot be identified as originating or deriving directly from the Data or the Services and cannot be reverse-engineered such that it can be so identified; and
- (b) is not capable of use substantially as a substitute for the Data or the Services.

Distribute: to make Data accessible (including the provision of access through a database or other application populated with the Data, re-selling, sub-licensing, transferring or disclosing the Data) by any means, including any electronic means, to any Customer User within the Site.

holding company and subsidiary: mean a "holding company" and "subsidiary" as defined in section 1159 of the Companies Act 2006.

Initial Period: a period commencing on the Commencement Date as set out in the Order.

Intellectual Property Rights: all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, semi-conductor topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Licence: the licence granted in clause 13.

Manipulate: to combine or aggregate the Data (wholly or in part) with other data or information or to adapt the Data (wholly or in part).

Manipulated Data: any Data which has been Manipulated. Manipulated Data includes any Derived Data.

Materials: any hardware, Software or documents supplied by the Supplier under these Terms and Conditions, including the materials referred to in clause 9.4.

Normal Business Hours: 9 am to 5 pm GMT on a Business Day.

Order: the order from the Customer to the Supplier for Services, Software, Data or Support, including any order for Third-Party Data from time to time.

Permitted Use: internal business use (which shall not include the use of the Data or the Materials by, or for the benefit of, any person other than an employee of the Customer).

Release: generally available upgrades and enhancements to the Data or Software.

Renewal Period: each successive period after the Initial Period for which the Agreement is renewed as set out in the Order.

Security Feature: any security feature including any key, PIN, password, token or smartcard.

Services: the services to be supplied by the Supplier under these Terms and Conditions as described in the Order including the supply of any Software, Services, Data (including Third-Party Data), Materials or Support.

Software: the Oasis HUB software and any other software provided by the Supplier to enable the Services to be used including any Releases.

Support: the support to be supplied by the Supplier including reasonable efforts to maintain the Materials in good working order and to restore the Services (if unavailable) as set out in the Order.

Term: the Initial Period and any Renewal Periods.

Third-Parties: any third party supplier of Data through the Software.

Third-Party Data: any Data provided by Third-Parties through the Software.

- 1.2 Data subject, personal data, processing and appropriate technical and organisational measures shall bear the meanings given to those terms respectively in the Data Protection Legislation.
- 1.3 A reference to **writing** or **written** includes faxes and e-mail.

2. Scope and Basis of Contract

- 2.1 During the Term the Supplier shall supply the Services to the Customer and the Customer shall pay the Charges and use the Services.
- 2.2 The Order constitutes an offer by the Customer to purchase Services in accordance with these Terms and Conditions.
- 2.3 The Order shall only be deemed to be accepted when the Supplier issues written acceptance of the Order at which point and on which date the Contract shall come into existence (**Commencement Date**).

3. Connection

- 3.1 The Supplier shall use reasonable efforts to make connection to the Services available on the Commencement Date.
- 3.2 The Customer shall ensure that it promptly complies with any minimum hardware configuration requirements specified by the Supplier for the purpose of establishing connectivity between the Customer System and the Services.
- 3.3 Each party shall bear its own costs of establishing that connectivity.
- 3.4 The Supplier shall promptly supply any Releases to the Customer and the Customer shall promptly install them and ensure that the Licence is exercised only once any current Release has been installed.

4. Services

- 4.1 During the Term the Supplier shall supply the Services to the Customer.
- 4.2 The Supplier may change at any time, with as much prior notice to the Customer as is reasonably practicable:
 - (a) the content, format or nature of Data or Services; and
 - (b) the means of access to the Data or Services.

5. Charges

- 5.1 For the performance of the Services, the Customer shall pay to the Supplier the Charges.
- 5.2 The Charges shall be due and payable in full to the Supplier as set out in the Order.
- 5.3 Time shall be of the essence regarding the Customer's obligations to make payments in accordance with this clause 5 and such obligations are material obligations for the purpose of clause 18.3(b).

- 5.4 The Supplier may charge interest at an annual rate of 5% above the base rate of HSBC Plc, calculated on a daily basis in respect of any sum which is due and unpaid, that interest to run from the date on which that sum is due and payable until receipt by the Supplier of the full amount, whether before or after judgment.
- 5.5 All Charges are exclusive of VAT or any other applicable sales tax, which shall be paid by the Customer at the rate and in the manner for the time being prescribed by law.
- 5.6 The Supplier may, by giving as much notice as is reasonably practical, vary the Charges, the basis on which they are calculated, the Services and any other provisions of these Terms and Conditions.
- 5.7 Where an amendment to the provisions of these Terms and Conditions (other than the Charges or the basis on which they are calculated) is required as a result of an addition to the Services or relevant Service (including, for example, an amendment to acknowledge third party rights), the Supplier may give the Customer reasonable notice in writing of the necessary amendments that will take effect on the date specified in that notice.

6. Purchases of Data and Third-Party Data terms

- 6.1 The Customer shall purchase Data using the process set out in the Order.
- 6.2 In the event that the Customer purchases Third-Party Data the Customer acknowledges and agrees that:
- (a) The Supplier is not responsible for any failure of the third-party to provide the Third-Party Data and the Customer is bound by, and shall comply with, any terms and conditions required by the third-party (including under any agreement between the Supplier and the third-party) in connection with the Third-Party Data. The third-party terms and conditions can be found in the Order or as notified by the Supplier to the Customer from time to time.
 - (b) The Supplier reserves the right to use any third-party provider to provide the Third-Party Data and in the event of any change of provider shall notify the Customer in accordance with the terms of this Agreement.

7. Audit

- 7.1 The Customer shall keep, in paper and electronic form, at its normal place of business detailed, accurate and up-to-date records (**Records**) showing, during the previous three years the steps taken by the Customer to comply with the Customer User Restrictions. The Customer shall ensure that the Records are sufficient to enable the Supplier to verify the Customer's compliance with its obligations under this clause 7.
- 7.2 The Customer shall permit the Supplier and its third party representatives, on reasonable notice during Normal Business Hours, but without notice in case of any reasonably suspected breach of this clause 7, to inspect all Records and Customer Systems relating to the use, Distribution, Redistribution, permissioning and control of the Data and the Services for the purpose of auditing the Customer's compliance with its obligations under the Agreement including the Customer User Restrictions. Such audit rights shall continue for three years after termination of the Agreement. The Customer shall give all necessary assistance to the conduct of such audits during the term of the Agreement and for a period of three years after termination of the Agreement.

8. Unauthorised use

If any unauthorised use is made of the Data or Materials and such use is attributable to the act or default of, or through, the Customer (including breach of any Customer User Requirements) then, without prejudice to the Supplier's other rights and remedies, the Customer shall immediately be liable to pay

the Supplier an amount equal to the Charges that the Supplier would have charged, had the Supplier or the Customer (as the case may be) authorised the unauthorised use at the beginning of the period of that unauthorised use together with interest at the rate provided for in clause 5.4 from the date of that unauthorised use to the date of payment.

9. Confidentiality

- 9.1 The term Confidential Information does not include any information that:
- (a) is or becomes generally available to the public (other than as a result of its disclosure by the receiving party or its Representatives in breach of this clause 9);
 - (b) was available to the receiving party on a non-confidential basis before disclosure by the disclosing party;
 - (c) was, is, or becomes, available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party;
 - (d) was known to the receiving party before the information was disclosed to it by the disclosing party; or
 - (e) the parties agree in writing is not confidential or may be disclosed.
- 9.2 Each party shall keep the other party's Confidential Information confidential and shall not:
- (a) use any Confidential Information except for the purpose of exercising or performing its rights and obligations under the Agreement (**Permitted Purpose**); or
 - (b) disclose any Confidential Information in whole or in part to any third party, except as expressly permitted by this clause.
- 9.3 A party may disclose the other party's Confidential Information to those of its Representatives who need to know that Confidential Information for the Permitted Purpose, provided that:
- (a) it informs those Representatives of the confidential nature of the Confidential Information before disclosure; and
 - (b) at all times, it is responsible for the Representatives' compliance with the confidentiality obligations set out in this clause 9.
- 9.4 The Customer acknowledges that the Supplier's Confidential Information includes any Data (including Third-Party Data), Software or other materials created or supplied by the Supplier in connection with the Services but does not include any Derived Data.
- 9.5 A party may disclose Confidential Information to the extent required 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 the disclosure as possible.
- 9.6 Each party reserves all rights in its Confidential Information. No rights or obligations in respect of a party's Confidential Information, other than those expressly stated in these Terms and Conditions, are granted to the other party, or are to be implied from these Terms and Conditions.
- 9.7 The provisions of this clause 9 shall continue to apply after termination of the Agreement.

10. Announcements

No party shall make, or permit any person to make, any public announcement concerning the Agreement without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including any relevant securities exchange), any court or other authority of competent jurisdiction.

11. Security and passwords

- 11.1 The Customer shall ensure that the Data and Materials are kept secure by using the Security Features and in an encrypted form, and shall use the best available security practices and systems applicable to the use of the Data and Materials to prevent, and take prompt and proper remedial action against, unauthorised access, copying, modification, storage, reproduction, display or distribution of the Data and the Materials.
- 11.2 Where the Supplier uses Security Features in relation to the Services (wholly or in part), the Security Features must, unless the Supplier notifies the Customer otherwise, be kept confidential and not lent, shared, transferred or otherwise misused.
- 11.3 If the Customer becomes aware of any misuse of any Data or the Materials, or any security breach in connection with the Agreement that could compromise the security or integrity of the Data or the Materials or otherwise adversely affect the Supplier or if the Customer learns or suspects that any Security Feature has been revealed to or obtained by any unauthorised person, the Customer shall, at the Customer's expense, promptly notify the Supplier and fully co-operate with the Supplier to remedy the issue as soon as reasonably practicable.
- 11.4 The Customer agrees to co-operate with the Supplier's reasonable security investigations.
- 11.5 The Supplier may change Security Features on notice to the Customer or the Customer Users for security reasons.

12. Data protection

- 12.1 The Customer warrants that:
 - (a) all relevant data subjects whose personal data it has supplied to the Supplier in connection with the Agreement (**Customer Personal Data**) have given their informed consent for the Supplier to:
 - (i) process the Customer Personal Data for the Permitted Use;
 - (ii) transfer the Customer Personal Data to destinations outside the European Economic Area (**EEA**) which may have lower standards of data protection than those applicable in the EEA;
 - (iii) disclose any Customer Personal Data in response to any subject access request relating to the Agreement; and
 - (iv) retain the Customer Personal Data for as long as is necessary for the Permitted Purpose; and
 - (b) it is registered with all relevant data protection authorities to process all Customer Personal Data for the Permitted Purpose.
- 12.2 The Customer shall indemnify the Supplier for any cost, claim or expense arising as a result of the Customer:
 - (a) breaching any of the Data Protection Legislation; or

- (b) causing the Supplier to be in breach of any of the Data Protection Legislation.

13. Licence

13.1 The Supplier grants to the Customer a non-exclusive, non-transferable, revocable, licence for the Permitted Use only during the Term, subject to the Customer User Restrictions and any other licence restrictions as set out in the Order, to:

- (a) access, view and Manipulate Data and create Derived Data;
- (b) store the Data and Manipulated Data on the Customer System;
- (c) Distribute the Data and Manipulated Data to Customer Users on the Customer System within the Site; and
- (d) use (but not modify) the Materials in support of the activities referred to in this clause 13.1.

13.2 Except as expressly provided in the Agreement, the Customer shall not:

- (a) use the Services (wholly or in part) in its products or services; or
- (b) redistribute the Services (wholly or in part).

13.3 The Customer shall observe the Customer User Restrictions.

14. Intellectual property rights ownership

14.1 The Customer acknowledges that:

- (a) all Intellectual Property Rights in the Data and the Materials are the property of the Supplier or its licensors, as the case may be;
- (b) it shall have no rights in or to the Data or the Materials other than the right to use them in accordance with the express terms of the Agreement; and
- (c) the Supplier or its licensors has or have made and will continue to make substantial investment in the obtaining, verification, selection, coordination, development, presentation and supply of the Data.

14.2 The Customer shall, and shall use all reasonable endeavours to procure that any necessary third party shall, at the Supplier's cost, promptly execute such documents and perform such acts as may reasonably be required for the purpose of giving full effect to the Agreement.

14.3 The Customer shall co-operate with the Supplier to protect the goodwill and reputation of the Software, Data and Services.

14.4 Any display of the Services by the Customer shall credit, wherever technically and commercially feasible, the Supplier, any licensor of the Supplier or any other source of the Data specified by the Supplier as the source of the Data.

14.5 The Customer acknowledges that reference in any element of the Materials to trade names or proprietary products where no specific acknowledgement of such names or products is made does not imply that such names or products may be regarded by the Customer as free for general use, outside the scope of the use of the Materials authorised by these Terms and Conditions.

15. Intellectual property rights obligation

15.1 The Supplier undertakes to defend the Customer from and against any claim or action that the provision, receipt or use of the Data or Materials (wholly or in part) infringes any UK Intellectual Property Right of a third party (**IPR Claim**) and shall be responsible for any losses, damages, costs (including all legal fees)

and expenses incurred by or awarded against the Customer as a result of, or in connection with, any such IPR Claim, provided that, if any third party makes an IPR Claim, or notifies an intention to make an IPR Claim against the Customer, the Customer shall:

- (a) give written notice of the IPR Claim to the Supplier as soon as reasonably practicable;
- (b) not make any admission of liability in relation to the IPR Claim without the prior written consent of the Supplier;
- (c) at the Supplier's request and expense, allow the Supplier to conduct the defence of the IPR Claim including settlement; and
- (d) at the Supplier's expense, co-operate and assist to a reasonable extent with the Supplier's defence of the IPR Claim.

15.2 Clause 15.1 shall not apply where the IPR Claim in question is attributable to:

- (a) possession, use, development, modification or retention of the Data or Materials (wholly or in part) by the Customer other than in accordance with these Terms and Conditions, provided that the obligations in clause 15.1 shall not apply to the extent that the relevant Claim was attributable to the use of any Manipulated Data;
- (b) the Customer's failure to provide a suitable environment for connecting the Customer System to the Services in breach of clause 3.2;
- (c) use of the Data or the Materials (wholly or in part) in combination with any hardware or software not supplied or specified by the Supplier to the extent that the infringement would have been avoided by the use of the Data or the Materials (wholly or in part) not so combined;
- (d) use of the Data (wholly or in part) in combination with any data not supplied or specified by the Supplier to the extent that the infringement would have been avoided by the use of the Data (wholly or in part) not so combined; or
- (e) use of a non-current Release to the extent that the infringement would have been avoided by the use of the current Release.

15.3 If any IPR Claim is made, or in the Supplier's reasonable opinion is likely to be made, against the Customer, the Supplier may at its sole option and expense:

- (a) procure for the Customer the right to continue using, developing, modifying or retaining the Data or the Materials (wholly or in part) in accordance with these Terms and Conditions;
- (b) modify the Data or the Materials (wholly or in part) so that they cease to be infringing;
- (c) replace the Data or the Materials (wholly or in part) with non-infringing items; or
- (d) terminate the Agreement immediately by notice in writing to the Customer and refund any Charges for the relevant Accounting Period paid by the Customer as at the date of termination (less a reasonable sum in respect of the Customer's use of the Data or Materials to the date of termination) on return of the Data or the Materials and all copies of each of them.

15.4 This clause 15 constitutes the Customer's sole and exclusive remedy and the Supplier's only liability in respect of Claims and, for the avoidance of doubt, is subject to clause 17.5.

16. Warranties

16.1 The Supplier warrants that it has the right to license the receipt and use of Data and Materials as specified in these Terms and Conditions.

- 16.2 Except as expressly stated in these Terms and Conditions, all warranties, conditions and terms, whether express or implied by statute, common law or otherwise are hereby excluded to the extent permitted by law.
- 16.3 Without limiting the effect of clause 16.2, the Supplier does not warrant that:
- (a) the supply of the Data or use of the Software will be free from interruption;
 - (b) the Services will run on the Customer System;
 - (c) the Data is accurate, complete, reliable, secure, useful, fit for purpose or timely; or
 - (d) the Data has been tested for use by the Customer or any third party or that the Data will be suitable for or be capable of being used by the Customer or any third party.

17. Limitation of liability

- 17.1 The Customer acknowledges that:
- (a) the use and interpretation of the Data, Software or Services requires specialist skill and knowledge of the markets and sectors in which the Customer operates;
 - (b) The Customer has that skill and knowledge and undertake that it will exercise that skill and knowledge and appropriate judgment when using the Data, Software or Services;
 - (c) The Customer shall be solely responsible, as against the Support and any Data Provider, for any opinions, recommendations, forecasts or other conclusions made or actions taken by any Customer Group Company, any client of any Customer Group Company (including any Third Party User) or any other third party based (wholly or in part) on the Data, Software or Services unless otherwise set out in clause 17; and
 - (d) it is in the best position to ascertain any likely loss it may suffer in connection with this Agreement, that it is therefore responsible for making appropriate insurance arrangements to address the risk of any such loss and that the provisions of this clause 17 are reasonable in these circumstances.
- 17.2 Neither party excludes or limits liability to the other party for:
- (a) fraud or fraudulent misrepresentation;
 - (b) death or personal injury caused by negligence;
 - (c) a breach of any obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
 - (d) any matter in respect of which it would be unlawful for the parties to exclude liability.
- 17.3 Subject to clause 17.2, the Supplier shall not in any circumstances be liable whether in contract, tort (including for negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, for:
- (a) any loss (whether direct or indirect) of profits, business, business opportunities, revenue, turnover, reputation or goodwill;
 - (b) any loss or corruption (whether direct or indirect) of data or information;
 - (c) loss (whether direct or indirect) of anticipated savings or wasted expenditure (including management time); or
 - (d) any loss or liability (whether direct or indirect) under or in relation to any other contract.
- 17.4 Clause 17.3 shall not prevent claims, which fall within the scope of clause 17.5, for:

- (a) direct financial loss that are not excluded under any of the categories set out in clause 17.3(a) to clause 17.3(d); or
 - (b) tangible property or physical damage.
- 17.5 Subject to clause 17.2, the Supplier's total aggregate liability in contract, tort (including negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of the Agreement or any collateral contract shall in all circumstances be limited to the amount paid by the Customer to the Supplier during the 12 month period immediately before the date on which the cause of action first arose.
- 17.6 Any dates quoted for delivery of the Services are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Services that is caused by an event within the scope of clause 19 or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Services or the Customer's failure to comply with clause 3.2.
- 17.7 Without limiting the effect of the other provisions of this clause 17, if this Agreement is terminated for any reason other than termination by You on the ground of the Supplier's material breach, the Supplier shall not be liable:
 - (a) to provide the Customer with the Software or Data or any product, service or solution relating to the Services; or
 - (b) for the consequences of the Customer's inability to comply with the terms of any other arrangements that the Customer may have entered into with any third party.
- 17.8 The Customer shall indemnify the Supplier against any claims, losses, damages, costs (including all legal fees) and expenses incurred by or awarded against the Supplier or any Data Provider arising out of or in connection with:
 - (a) access to or use, distribution or redistribution of Data or Materials by any Customer Group Company or any third party user otherwise than in accordance with these Terms and Conditions; or
 - (b) any non-personal data or information provided by the Customer to the Supplier.

18. Term and termination

- 18.1 The Contract shall commence on the Commencement Date. Unless terminated earlier in accordance with clause 18.2 or this clause 18.1, the Agreement shall continue for the Initial Period. The Term shall automatically be extended for a Renewal Period at the end of the Initial Period and at the end of each Renewal Period, unless a party gives written notice to the other party.
- 18.2 The Customer shall have the right to Terminate the Contract subject to the provisions as set out in the Order.
- 18.3 Without prejudice to any rights that have accrued under the Agreement or any of its rights or remedies, either party may terminate the Agreement with immediate effect by giving written notice to the other party if:
 - (a) the other party fails to pay any amount due under these Terms and Conditions on the due date for payment and remains in default not less than 14 days after being notified in writing to make that payment;

- (b) the other party commits a material breach of any material term of the Agreement (other than failure to pay any amounts due under the Agreement) and (if that breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
- (c) the other party:
 - (i) suspends, or threatens to suspend, payment of its debts;
 - (ii) is unable to pay its debts as they fall due or admits inability to pay its debts;
 - (iii) (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
 - (iv) (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986; or
 - (v) (being a partnership) has any partner to whom any of clause 18.3(c)(i) to clause 18.3(c)(iv) apply;
- (d) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (in the case of a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (e) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (f) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party (being a company);
- (g) the holder of a qualifying floating charge over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
- (h) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- (i) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other similar process is levied or enforced on or sued against, the whole or any part of the other party's assets and that attachment or process is not discharged within 14 days;
- (j) any event occurs or proceeding is taken with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 18.3(c) to clause 18.3(i) (inclusive);
- (k) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
- (l) there is a change of control of the other party (within the meaning of section 1124 of the Corporation Tax Act 2010).

18.4 Any provision of these Terms and Conditions that expressly or by implication is intended to come into or continue in force on or after termination of the Agreement shall remain in full force and effect.

- 18.5 Termination of the agreement between the parties shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination.
- 18.6 On any termination of the agreement between the parties for any reason or expiry of the Term, the Customer shall immediately pay any outstanding amounts owed to the Supplier under the Agreement and, within a reasonable period of termination or expiry ensure that there is no further use of the Services in any of the Customer's products or applications.
- 18.7 On any termination of the Agreement for any reason or expiry of the Term:
- (a) the Customer shall as soon as reasonably practicable return or destroy (as directed in writing by the other party) all data, information, software, and other materials provided to it by the other party in connection with the Agreement including all materials containing or based on the other party's Confidential Information; and
 - (b) without limiting the effect of clause 18.7(a), the Customer shall as soon as reasonably practicable ensure that all Data and Manipulated Data is deleted from the Customer System.
- 18.8 On any termination of the Agreement for any reason or expiry of the Term, the Supplier shall refund any Charges for the relevant Accounting Period paid by the Customer as at the date of termination or expiry (less a reasonable sum in respect of the Customer's use of the Data or the Materials to the date of termination), except where the ground for termination is material breach by the Customer under clause 18.3(b), in which case the Customer shall not be entitled to any refund.
- 18.9 The Customer shall provide written confirmation (in the form of a letter signed by its Director) of compliance with clause 18.7(a) and also, in the case of the Customer only, clause 18.7(b) no later than 14 days after termination of the Agreement.
- 18.10 If a party is required by any law, regulation, or government or regulatory body to retain any documents or materials that it would otherwise be required to return or destroy under clause 18.7, it shall notify the other party in writing of that retention, giving details of the documents or materials that it must retain. That party shall not be in breach of clause 18.7 with respect to the retained documents or materials, but clause 9 shall continue to apply to them.

19. Force majeure

Neither party shall be in breach of the Agreement nor liable for delay in performing, or failure to perform, any of its obligations under the Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for three months, the party not affected may terminate the Agreement by giving 20 days' written notice to the affected party.

20. Assignment

- 20.1 The Contract is personal to the Customer and it shall not assign, transfer, mortgage, charge, sub-contract, declare a trust of or deal in any other manner with any of its rights and obligations under the Agreement without the prior written consent of the Supplier (which is not to be unreasonably withheld or delayed).
- 20.2 The Customer confirms it is acting on its own behalf and not for the benefit of any other person.
- 20.3 The Supplier may at any time assign, transfer, mortgage, charge, sub-contract, declare a trust of or deal in any other manner with any of its rights and obligations under the Agreement without the consent of the Customer.

21. Waiver

No failure or delay by a party to exercise any right or remedy provided under the Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

22. Remedies

Except as expressly provided in the Agreement, the rights and remedies provided under the Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

23. Notice

- 23.1 Any notice or other communication required to be given to a party under or in connection with this contract shall be in writing and shall be delivered by hand or sent by prepaid first class post or other next working day delivery service, at its registered office (if a company) or (in any other case) its principal place of business, or sent by fax to the other party's main fax number.
- 23.2 Any notice or communication shall be deemed to have been received, if delivered by hand, on signature of a delivery receipt, or if sent by fax, at 9.00am on the next Business Day after transmission, or otherwise at 9.00am on the second Business Day after posting or at the time recorded by the delivery service.
- 23.3 This clause 23 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution. For the purposes of this clause, writing shall not include e-mail.

24. Entire agreement

- 24.1 The Agreement, including these Terms and Conditions and the Order constitutes the entire agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to its subject matter.
- 24.2 Each party acknowledges that in entering into these Terms and Conditions it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in these Terms and Conditions.
- 24.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in these Terms and Conditions.

25. Variation

Except as expressly provided in these Terms and Conditions, no variation of these Terms and Conditions shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

26. Severance

If any provision or part-provision of these Terms and Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these Terms and Conditions.

27. No partnership or agency

Nothing in these Terms and Conditions is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

28. Counterparts

This agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

29. Third-party rights

Other than a Third-Party in respect of Third-Party Data as applicable through an Order, a person who is not a party to these Terms and Conditions shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms and Conditions.

30. Governing law

These Terms and Conditions 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.

31. Jurisdiction

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 these Terms and Conditions or its subject matter or formation (including non-contractual disputes or claims).