

make the Services and/or Documentation available to any third party, or

(e) attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation, other than as provided under this clause 2.

2.5 The Client shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify the Supplier.

2.6 The rights provided under this clause 2 are granted to the Client only, and shall not be considered granted to any subsidiary or holding company of the Client.

3. Additional User Subscriptions and Audits

3.1 The Client may request to add additional User Subscriptions at any time by providing written notice to the Supplier. Any additional fees associated with the increased number of User Subscriptions shall be calculated in accordance with clause 9 below unless otherwise set out in the Order Form. Any additional User Subscriptions will be subject to this Agreement.

3.2 If the Client utilises the User Subscriptions in excess of the number set out in the applicable Order Form or otherwise agreed in writing with the Supplier, the Client shall pay to the Supplier fees in accordance with its actual use, including where any of the real time checks referred to in clause 3.5 or any other audit conducted by the Supplier reveals that the Client has underpaid Subscription Fees to the Supplier.

3.3 The Supplier has no responsibilities with regards to preventing the Client from utilisation in excess of the number set out in the Order Form.

3.4 The Client shall pay to the Supplier the relevant fees for such additional User Subscriptions in accordance with clause 9 unless otherwise set out in the Order Form and, if such additional User Subscriptions are utilised by the Client part way through the Initial Subscription Term or any Renewal Period (as applicable), such fees shall be pro-rated monthly from the date the Client utilises additional User Subscriptions for the remainder of the Initial Subscription Term or then current Renewal Period (as applicable).

3.5 The Supplier shall at any time run real time licence checks for the Services during this Agreement, to establish the Client's access to the Services and the number of User Subscriptions and Tenants, to audit compliance with this Agreement. The Client shall permit the Supplier or the Supplier's designated auditor to audit the Client in order to establish the User Subscription usage, and to audit the Client's compliance with this Agreement.

3.6 If any of the real time checks referred to in clause 3.5 reveal that any password has been provided to any individual who is not authorised to use the Services, then without prejudice to the Supplier's other rights, the Client shall promptly disable such passwords and the Supplier shall not issue any new passwords to any such individual.

3.7 The Client agrees and acknowledges that if it utilises additional User Subscriptions in accordance with this clause 3, the Client shall not decrease any such User Subscriptions for the remainder of the Subscription Term.

4. Services

4.1 The Supplier shall, during the Subscription Term, provide the Services and make available the Documentation to the Client on and subject to the terms of this Agreement and the Order Form.

4.2 The Supplier shall use commercially reasonable endeavours to make the Services available 24 hours a day, seven days a week, except for:

- (a) planned maintenance carried out during the maintenance window of 8.00 pm to midnight UK time; and
- (b) unscheduled maintenance performed outside Normal Business Hours, provided that and except in the case of an emergency, the Supplier has used reasonable endeavours to give the Client at least 2 Normal Business Hours' notice in advance.

4.3 The Supplier will, and in consideration of the Fees, provide the Client with the Supplier's standard client Support Services, as agreed by the parties, during Normal Business Hours. The Supplier may amend its standard client Support Services in its sole and absolute discretion from time to time.

5. Client Data

5.1 The Client shall own all right, title and interest in and to all of the Client Data that is not personal data and shall have

sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Client Data and shall maintain responsibility for its own back-ups.

5.2 The Supplier shall, in providing the Services, comply with its Privacy and Security Policy relating to the privacy and security of the Client Data available at www.inforcer.com/privacy or such other website address as may be notified to the Client from time to time, as such document may be amended from time to time by the Supplier in its sole discretion.

5.3 For the purposes of this Clause 5, the terms controller, processor, data subject, personal data, personal data breach and processing shall have the meaning given to them in the Data Protection Legislation.

5.4 Both Parties will comply with all applicable requirements of any applicable Data Protection Legislation. This Clause 5 is in addition to, and does not relieve, remove or replace, a Party's obligations or rights under Data Protection Legislation.

5.5 The Parties have determined that, for the purposes of Data Protection Legislation, the Supplier shall process the Personal Data accessed through the provision of the Services, as a processor on behalf of the Client.

5.6 Without prejudice to the generality of Clause 5.4, the Client will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Client Personal Data to the Supplier for the duration and purposes of this Agreement and/or the Order Form.

5.7 In relation to the Client Personal Data, the applicable Order Form and Schedule 1 of this Agreement sets out the scope, nature and purpose of processing by the Supplier, the duration of the processing and the types of personal data and categories of data subject.

5.8 Without prejudice to the generality of Clause 5.4 the Supplier shall, in relation to Client Personal Data:

- (a) process that Client Personal Data only on the documented instructions of the Client, which shall be to process that Client Personal Data for the purposes set out in the applicable Order Form, unless the Supplier is required by applicable laws to otherwise process that Client Personal Data. Where the Supplier is relying on applicable laws as the basis for processing Client Personal Data, the Supplier shall notify the Client of this before performing the processing required by the applicable laws unless those applicable laws prohibit the Supplier from so notifying the Client on important grounds of public interest. The Supplier shall inform the Client if, in the opinion of the Supplier, the instructions of the Client infringe Data Protection Legislation;
- (b) implement appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Client Personal Data and against accidental loss or destruction of, or damage to, Client Personal Data, which the Client has reviewed and confirms are 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, having regard to the state of technological development and the cost of implementing any measures;
- (c) ensure that any personnel engaged and authorised by the Supplier to process Client Personal Data have committed themselves to confidentiality or are under an appropriate statutory or common law obligation of confidentiality;
- (d) assist the Client insofar as this is possible (taking into account the nature of the processing and the information available to the Supplier), and at the Client's cost and written request, in responding to any request from a data subject and in ensuring the Client's compliance with its obligations under Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (e) notify the Client without undue delay on becoming aware of a personal data breach involving the Client Personal Data;
- (f) at the written direction of the Client, delete or return Client Personal Data and copies thereof to the Client on termination of the Agreement unless the Supplier is required by applicable law to continue to process that Client Personal Data. For the purposes of this Clause 5.8(f) Client Personal Data shall be considered deleted where it is put beyond further use by the Supplier; and
- (g) maintain records to demonstrate its compliance with this Clause 5 and allow for reasonable audits by the Client or the Client's designated auditor, for this purpose, on reasonable written notice.

5.9 The Client hereby provides its prior, general authorisation for the Supplier to:

- (a) appoint processors to process the Client Personal Data, provided that the Supplier:
 - (i) shall ensure that the terms on which it appoints such processors comply with Data Protection Legislation, and are consistent with the obligations imposed on the Supplier in this Clause 5;

- (ii) shall remain responsible for the acts and omission of any such processor as if they were the acts and omissions of the Supplier; and
 - (iii) shall inform the Client of any intended changes concerning the addition or replacement of the processors, thereby giving the Client the opportunity to object to such changes provided that if the Client objects to the changes and cannot demonstrate, to the Supplier's reasonable satisfaction, that the objection is due to an actual or likely breach of Data Protection Legislation, the Client shall indemnify the Supplier for any losses, damages, costs (including legal fees) and expenses suffered by the Supplier in accommodating the objection;
 - (b) only transfer Client Personal Data outside of the UK as required for the purpose of providing the Services, provided that the Supplier shall ensure that all such transfers are effected in accordance with Data Protection Legislation. For these purposes, the Client shall promptly comply with any reasonable request of the Supplier, including any request to enter into standard data protection clauses adopted by the EU Commission from time to time (where the EU GDPR applies to the transfer) or adopted by the Commissioner from time to time (where the UK data protection legislation applies to the transfer).
- 5.10 To the extent that the Supplier cannot comply with a change to the Client's instructions when processing Client Personal Data without incurring material additional costs:
- (a) the Supplier shall: (i) immediately inform the Client, giving full details of the problem; and (ii) cease all processing of the affected data (other than securely storing those data) until revised instructions are received; and
 - (b) any changes in the Client's instructions that affect the pricing structure or commercial relationship between the Parties shall be agreed in writing between the parties.

6. Third party providers

6.1 The Client acknowledges that the Services may enable or assist it to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that it does so solely at its own risk. The Supplier makes no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by the Client, with any such third party. Any contract entered into and any transaction completed via any third-party website is between the Client and the relevant third party, and not the Supplier. The Supplier recommends that the Client refers to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. The Supplier does not endorse or approve any third-party website nor the content of any of the third-party website made available via the Services.

7. Supplier's obligations

7.1 The Supplier undertakes that the Services will be performed substantially in accordance with the Documentation and with reasonable skill and care.

7.2 The undertaking at clause 7.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to the Supplier's instructions, or modification or alteration of the Services by any party other than the Supplier or the Supplier's duly authorised contractors or agents. If the Services do not conform with the foregoing undertaking, the Supplier will, at its expense, use reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Client with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Client's sole and exclusive remedy for any breach of the undertaking set out in clause 7.1.

7.3 The Supplier:

- (a) does not warrant that:
 - (i) the Client's use of the Services will be uninterrupted or error-free;
 - (ii) that the Services, Documentation and/or the information obtained by the Client through the Services will meet the Client's requirements; or the Software or the Services will be free from Vulnerabilities.
- (b) is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Client acknowledges that the Services and

Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

7.4 The Client agrees and acknowledges that whilst the Supplier shall use reasonable endeavours including the use of industry-standard tools to check that the Services delivered to the Client by Supplier are free from all known Viruses, and the Client hereby acknowledges and agrees that the Supplier does not and cannot control all risks, including hacking and/or security breaches, associated with use of the Services. As such, the Supplier disclaims any and all liability resulting from or related to such events.

7.5 The Supplier shall not be liable for any misuse of the Services by the Client which results in security breach for the Client, Tenant or any End User.

7.6 The Supplier will not be liable for any alterations to the Microsoft Security Policies made by the Client, End User or any third party that reverse or otherwise affect changes made to that policy by the Supplier in connection with Services.

7.7 This Agreement shall not prevent the Supplier 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.

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

7.9 The Supplier reserves the right at any time to make any improvement, substitution or modification in the design, manufacture or configuration of the Services provided that any such improvement, substitution or modification shall not result in any material change in the functionality or performance of the Services.

7.10 Subject to giving written notice to the Client, the Supplier reserves the right to make any changes to the Documentation and/or the Services which are required to conform with any applicable safety, regulatory or other statutory requirement which do not materially adversely affect the quality or performance of the Services.

8. Client's obligations

8.1 The Client shall:

(a) provide the Supplier upon request with:

(i) all necessary co-operation in relation to this Agreement;

(ii) all necessary access to such information as may be required by the Supplier and ensure that such information is accurate and complete; and

(iii) all necessary access to the Client and/or End User and Tenants;

in order to provide the Services;

(b) to the extent that Supplier requires access to the Client's premises to perform the Services, provide such access, upon request, during Normal Business Hours (or such other hours as the parties agree in advance) and provide a suitable work environment to enable the Supplier to perform such Services;

(c) remain solely responsible for securing and backing up its data. The Supplier is not responsible or liable for the deletion of or failure to store any Client data including but not limited to any Tenant or End User data and other communications maintained or transmitted through the use of the Services;

(d) be solely responsible for any content that it loads into or creates within Services;

(e) without affecting its other obligations under this Agreement, comply with all applicable laws and regulations with respect to its activities under this Agreement;

(f) carry out all other Client responsibilities set out in this Agreement in a timely and efficient manner. In the event of any delays in the Client's provision of such assistance as agreed by the parties, the Supplier may adjust any agreed timetable or delivery schedule as reasonably necessary;

(g) appoint an authorised representative in respect of the Services to be performed under each Order Form, such person as identified in the Order Form. The authorised representative shall have authority to contractually bind the Client on all matters relating to the relevant Services;

(h) shall not reverse, revert or materially alter any changes to the Microsoft Security Policies made by or upon the instructions of the Supplier in the course of providing the Services without notifying the Supplier in writing in advance;

- (i) comply with the Supplier's policies as notified from time to time;
- (j) ensure its (or its affiliates where applicable) employees, agents, suppliers, third parties or subcontractors use the Services and the Documentation in accordance with the terms and conditions of this Agreement and shall be responsible and fully indemnify for any of its affiliates or employees' or agents', third parties', suppliers' or subcontractors' breach of this Agreement;
- (k) obtain and shall maintain all necessary licences, consents, and permissions necessary for the Supplier, its contractors and agents to perform their obligations under this Agreement, including without limitation the Services;
- (l) ensure that its network and systems comply with the relevant specifications provided by the Supplier from time to time;
- (m) remain solely responsible for the preparation, content, accuracy and review of the output prepared or resulting from the use of the Services;
- (n) be, to the extent permitted by law and except as otherwise expressly provided in this Agreement, solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to the Supplier's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Client's network connections or telecommunications links or caused by the internet.

8.2 The Client agrees and acknowledges that any Microsoft software used for the provision of the Services are subject to change and such change may affect the Services and the Supplier has no control over the impact of such changes. For the avoidance of doubt, the Supplier shall have no liability for the acts or omissions of Microsoft affecting the provision of the services under this Agreement or in respect of any breach of any applicable law by Microsoft.

9. Charges and payment

9.1 The Client shall pay the Fees in accordance with this clause 9 and the Order Form.

9.2 Unless otherwise set out in the Order Form, the Supplier shall invoice the Client for the Fees monthly in advance on or around the first day of each month. For the avoidance of doubt, this includes any increase to the User Subscriptions made in accordance with clause 3.

9.3 Unless otherwise set out in the Order Form, the Client must pay the Subscription Fees by direct debit. The Client shall provide to the Supplier valid, up-to-date and complete credit/debit card details and any other relevant valid, up-to-date billing details requested by the Supplier and the Client hereby authorises the Supplier to bill such credit/debit card for payment of the Subscription Fees and any additional fees.

9.4 For any additional fees the Client shall pay each invoice submitted to it by the Supplier within 14 days of receipt to a bank account nominated in writing by the Supplier from time to time.

9.5 The Client must ensure that it promptly provides the Supplier with complete and accurate billing and contact information and any changes to such information.

9.6 If the Supplier has not received payment within 14 days after the due date, and without prejudice to any other rights and remedies of the Supplier:

- (a) the Supplier may, without liability to the Client, disable the Client's password, account and access to all or part of the Services and the Supplier shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and
- (b) interest shall accrue on a daily basis on such due amounts at an annual rate equal to 4% over the then current base lending rate of the Supplier's bankers in the UK from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.

9.7 All amounts and fees stated or referred to in this Agreement:

- (a) shall be payable in pounds sterling, unless otherwise set out in the Order Form;
- (b) are, subject to clause 13.3(b), non-cancellable and non-refundable;
- (c) are exclusive of value added tax or other sales tax, which shall be added to the Supplier's invoice(s) at the appropriate rate.

9.8 The Supplier may increase the Fees relating to the Services in the following circumstances:

- (a) on an annual basis, with effect from each anniversary of the date of signature of the applicable Statement of Work in

line with the percentage increase in the Retail Prices Index in the preceding twelve (12) month period;

(b) at any time, in line with any increases imposed upon the Supplier by third party suppliers related to the Services; and

(c) at any time to reflect any increase in the Fees due to foreign exchange fluctuations.

9.9 In addition to clause 9.8, the Supplier shall annually on each anniversary of the Effective Date be entitled to increase the Fees upon 90 days' prior notice to the Client and the Order Form shall be deemed to have been amended accordingly. If the Client does not agree with this increase, then it may terminate the affected Order Forms at the end of the then current term of the applicable Order Form upon thirty (30) days written notice and before such price increase takes effect. If the Supplier does not receive written notice within thirty (30) days, the Client is deemed to have agreed to the amendment to the Fees

9.10 If the Client is required by any law or regulation to make any deduction on account of tax including but not limited to withholding tax or otherwise on any sum payable under this Agreement, the Fees payable shall be increased by the amount of such tax to ensure that the Supplier receives a sum equal to the amount to be paid under the applicable Order Form.

10. Proprietary rights

10.1 The Client acknowledges and agrees that the Supplier and/or its licensors own all intellectual property rights in the Software, the Services and the Documentation. Except as expressly stated herein, this Agreement does not grant the Client any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Services or the Documentation.

10.2 The Supplier confirms that it has all the rights in relation to the Software, Services and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this Agreement.

11. Confidentiality

11.1 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:

- (a) is or becomes publicly known other than through any act or omission of the receiving party;
- (b) was in the other party's lawful possession before the disclosure;
- (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or
- (d) is independently developed by the receiving party, which independent development can be shown by written evidence.

11.2 Subject to clause 11.4, 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 this Agreement.

11.3 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 the terms of this Agreement.

11.4 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 11.4, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.

11.5 The Client acknowledges that details of the Services, any Documentation (where such Documentation is not publicly available), and the results of any performance tests of the Services, constitute the Supplier's Confidential Information.

11.6 The Supplier acknowledges that the Client Data is the Confidential Information of the Client. The Client accepts that the Supplier may create and use aggregated, redacted, and/or anonymised forms of the Client's Data and/or Confidential Information obtained whilst providing the Services to the Client, which does not disclose any of its Confidential Information to a third party..

11.7 No party shall make, or permit any person to make, any public announcement concerning this 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, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

11.8 The above provisions of this clause 11 shall survive for 3 years following the termination of this Agreement, however arising.

12 Indemnity

12.1 The Client shall defend, indemnify and hold harmless the Supplier against any 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 Client's, the End User's or where applicable its affiliates, employees, agent, suppliers, third parties or subcontractors, use of the Services and/or Documentation, provided that:

- (a) the Client is given notice of any such claim;
- (b) the Supplier provides reasonable co-operation to the Client in the defence and settlement of such claim, at the Client's expense; and
- (c) the Client is given sole authority to defend or settle the claim.

12.2 The Supplier shall defend the Client, its officers, directors and employees against any claim that the Client's use of the Services or Documentation in accordance with this Agreement infringes any United Kingdom patent effective as of the Effective Date, copyright, trademark, database right or right of confidentiality, and shall indemnify the Client for any amounts awarded against the Client in judgment or settlement of such claims, provided that:

- (a) the Supplier is given notice of any such claim;
- (b) the Client does not make any admission, or otherwise attempt to compromise or settle the claim and provides reasonable co-operation to the Supplier in the defence and settlement of such claim, at the Supplier's expense; and
- (c) the Supplier is given sole authority to defend or settle the claim.

12.3 In the defence or settlement of any claim, the Supplier may procure the right for the Client to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, the Supplier may terminate this Agreement on 2 Business Days' notice to the Client without any additional liability or obligation to pay liquidated damages or other additional costs to the Client.

12.4 In no event shall the Supplier, its employees, agents and sub-contractors be liable to the Client to the extent that the alleged infringement is based on:

- (a) a modification of the Services or Documentation by anyone other than the Supplier; or
- (b) the Client's use of the Services or Documentation in a manner contrary to the instructions given to the Client by the Supplier or outside the scope of this Agreement; or
- (c) the Client's use of the Services or Documentation after notice of the alleged or actual infringement from the Supplier or any appropriate authority.

12.5 The foregoing and clause 13.3(b) state the Client's sole and exclusive rights and remedies, and the Supplier's (including the Supplier's employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.

13. Limitation of liability

13.1 Except as expressly and specifically provided in this Agreement:

- (a) the Client assumes sole responsibility for results obtained from the use of the Services and the Documentation by the Client and/or its End User, and for conclusions drawn from such use. The Supplier shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to the Supplier by the Client in connection with the Services, or any actions taken by the Supplier at the Client's direction;
- (b) 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
- (c) the Services and the Documentation are provided to the Client on an "as is" basis.

13.2 Nothing in this Agreement excludes the liability of the Supplier:

- (a) for death or personal injury caused by the Supplier's negligence;

- (b) for fraud or fraudulent misrepresentation; or
- (c) any other liability which cannot lawfully be excluded or limited.

13.3 Subject to clause 13.1 and clause 13.2:

- (a) the Supplier 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 business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss however arising under this Agreement; and
- (b) the Supplier's total aggregate liability in contract (including in respect of the indemnity at clause 12.2), 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 in respect of all claims arising in any 12-month period, to the total Fees paid for the User Subscriptions in that 12-month period. For the purposes of this clause, each 12-month period shall be measured retrospectively from the date the first such claim is made.

14. Term and termination

14.1 This Agreement shall, unless otherwise terminated as provided in this clause 14, commence on the Effective Date and shall continue for the Initial Subscription Term and, thereafter, this Agreement shall be automatically renewed for successive periods of the same length as the Initial Subscription Term (each a Renewal Period), unless:

- (a) either party notifies the other party of termination, in writing, at least 60 days before the end of the Initial Subscription Term or any Renewal Period, in which case this Agreement shall terminate upon the expiry of the applicable Initial Subscription Term or Renewal Period; or
- (b) otherwise terminated in accordance with the provisions of this Agreement;

and the Initial Subscription Term together with any subsequent Renewal Periods shall constitute the Subscription Term.

14.2 Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:

- (a) the other party fails to pay any amount due under this Agreement on the due date for payment and following a reminder from Supplier with regard to the overdue amount, remains in default not less than 30 days after being notified in writing to make such payment;
- (b) the other party commits a material breach of any other term of this Agreement which breach is irremediable or (if such 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 is subject to an Insolvency Event

14.3 On termination of this Agreement for any reason:

- (a) all licences granted under this Agreement shall immediately terminate and the Client shall immediately cease all use of the Services and/or the Documentation;
- (b) each party shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party;
- (c) the Supplier may destroy or otherwise dispose of any of the Client Data in its possession in accordance with clause 5.6(e), unless the Supplier receives, no later than 10 days after the effective date of the termination of this Agreement, a written request for the delivery to the Client of the then most recent back-up of the Client Data. At the Client's cost, the Supplier shall use reasonable commercial endeavours to deliver the back-up to the Client within 30 days of its receipt of such a written request, provided that the Client has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). The Client shall pay all reasonable expenses incurred by the Supplier in returning or disposing of Client Data; and
- (d) any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination shall not be affected or prejudiced.

15. Subcontracting

Save as set out in Clause 5, the Supplier may subcontract any of its obligations under this Agreement. The Supplier shall

remain responsible to the Client for the performance of any subcontracted obligations.

16. Force majeure

16.1 The Supplier shall have no liability to the Client under this Agreement if it is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport or telecommunications network, act of God, pandemics or epidemics, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that the Client is notified of such an event and its expected duration.

16.2 If the period of delay or non-performance pursuant to this Clause 16 continues for four (4) weeks or more, the party not affected may terminate this Agreement by giving fourteen (14) days' written notice to the other party.

17. Conflict

17.1 If there is an inconsistency between any of the provisions in the main body of this Agreement and the Order Form, (including any changes to the Order Form), the following order of precedence shall apply (in decreasing order) to the extent of such conflict or inconsistency:

- (a) Order Form;
- (b) the clauses in this Agreement.

18. Variation

18.1 Informal Written Amendments for Specific Provisions

For the purposes of non-material changes, including changes to the number of User Subscriptions or the Initial Subscription Term, the parties agree that variations may be made in writing, including by email or other electronic correspondence, without the need for signatures. Such informal amendments shall be valid and binding upon written acknowledgment from both parties.

18.2 Formal Signed Amendments for Other Provisions

All other amendments to this Agreement must be agreed upon in writing and signed by both parties (or their authorized representatives). No other purported amendment shall be effective unless made in this manner.

19. Waiver

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

20. Rights and remedies

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

21. Severance

21.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.

21.2 If any provision or part-provision of this Agreement is deemed deleted under clause 21.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

22. Entire agreement

22.1 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

22.2 Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.

22.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

23. Assignment

23.1 The Client shall not, without the prior written consent of the Supplier, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.

23.2 The Supplier 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.

24. No partnership or agency

Nothing in this Agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

25. Third party rights

This Agreement does not confer any rights on any person or party (other than the parties to this Agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

26. Notices

26.1 Any notice required to be given under this Agreement shall be in writing and shall be emailed, delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its address set out in the Order Form, or such other address as may have been notified by that party for such purposes.

26.2 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 (as shown by the timed printout obtained by the sender).

27. Dispute Resolution

27.1 Notwithstanding any rights of termination or suspension of either party as set out herein, if a dispute arises under this Agreement ("Dispute"), including any Dispute arising out of any amount due to a party hereto, then before bringing any suit, action or legal proceeding in connection with such Dispute, a party must first give written notice of the Dispute to the other party describing the Dispute and requesting that it is resolved under this dispute resolution process ("Dispute Notice").

27.2 If the parties are unable to resolve the Dispute within thirty (30) calendar days of delivery of the Dispute Notice, then each party will promptly (but no later than five (5) Business Days thereafter):

(a) appoint a designated representative who has sufficient authority to settle the Dispute and who is at a higher management level than the person with direct responsibility for the administration of this Agreement ("Designated Representative"); and

(b) notify the other party in writing of the name and contact information of such Designated Representative.

27.3 The Designated Representatives will then meet as often as they deem necessary in their reasonable judgment to

discuss the Dispute and negotiate in good faith to resolve the Dispute. The Designated Representatives will mutually determine the format for such discussions and negotiations, provided that all reasonable requests for relevant information relating to the Dispute made by one party to the other party will be honoured.

27.4 If the parties are unable to resolve the Dispute within thirty (30) calendar days after the appointment of both Designated Representatives, then either party may proceed with any other available remedy.

28. Governing law

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.

29. 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 this Agreement or its subject matter or formation (including non-contractual disputes or claims).

30. Counterparts

This may be executed in any number of separate documents or separate counterparts (which may be facsimile copies) each in the like form, all of which taken together shall constitute one (1) and the same document, and either party may execute this Agreement by signing any one (1) or more of such documents or counterparts (which may be facsimile copies).

This Agreement has been entered into on the Effective Date.

Schedule 1 – Details of personal data processing

Data subjects:	<ul style="list-style-type: none">• Customers of the Client• Employees and/or contractors of the Client• Client third parties• Business contacts in general
Types of personal data:	<ul style="list-style-type: none">• Name• Job title• Email address• Phone number• Business/home address• User ID• Any other personal data provided by Client to the Supplier
Special categories of personal data:	Not Applicable
Purpose of processing:	For the purpose of providing software as a service to Client's as set out in the applicable Order Form.
Nature of processing:	As set out in the body of the Agreement and the applicable Order Form.

Duration of processing:	60 days after termination of the Agreement
Approved Sub-Processors:	HubSpot, Microsoft, QuickBooks, GoCardless, Stripe, DocuSign, Intercom, Fathom, Knowles Warwick
Approved international transfers:	Stripe if applicable
Additional instructions:	None

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London, EC1V 2NX

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Document ID	394ae7075f41f9c3936d4ad54c3683827926312f
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05 / 31 / 2025

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The document has been completed.