TERMS AND CONDITIONS

RECITALS:

(A)   Customer wishes to receive and Zaptic wishes to provide access for Authorised Users to the Zaptic Services.

(B)   This Agreement governs and conditions the relationship between Customer and Zaptic regarding the nature and scope of the services to be provided by Zaptic to Customer and the basis for which Zaptic shall be compensated by Customer.

THE PARTIES AGREE AS FOLLOWS:

1.   COMMENCEMENT AND DURATION

1.1.   Unless terminated earlier pursuant to the terms of Clause 22, this Agreement shall commence on the Commencement Date of the first Order Form entered into hereunder (the "**Effective Date**") and shall continue in force until the expiry or termination of all Order Forms entered into hereunder (the "**Term**").

1.2.   Unless terminated earlier pursuant to the terms of Clause 22, each Order Form shall commence on the Commencement Date stated therein and shall continue in force:

(a)   for the Initial Term stated therein; and

(b)   automatically renew for further successive Renewal Terms (as stated therein) at the end of the Initial Term stated therein and at the end of each such Renewal Term, unless either Party gives written notice to the other Party not later than thirty (30) days before the end of the Initial Term or a Renewal Term to terminate such Order Form at the end of the Initial Term or that Renewal Term.

2.   CHANGES TO THIS AGREEMENT

2.1.   Zaptic may amend the terms of this Agreement, including the amount of any fees specified in an Order Form for any or all services detailed therein, on thirty (30) days' notice to Customer. During such notice period, Customer may terminate this Agreement or, where the change does not apply to all Order Forms, the affected Order Form(s) only, immediately on written notice to Zaptic.

2.2.   Any access or use of the Zaptic Technology following expiry of the above notice shall constitute Customer's irrevocable agreement to the terms of this Agreement as amended by Zaptic pursuant to Clause 2.1.

3.   FEES

3.1.   Customer shall pay the fees outlined in the Order Form in accordance with the applicable payment terms for each service, as outlined therein.

3.2.   All sums due and payable to Zaptic under this Agreement shall be paid by Customer by electronic bank transfer to the following Zaptic Bank Account:

3.3.   The relevant sums due and payable to Zaptic under this Agreement shall be paid within thirty (30) days of receipt of an invoice.

3.4. All amounts referred to in this Agreement are exclusive of taxes and similar assessments, which shall be added to such amounts in the relevant invoice.

3.5. As between the Parties, Customer shall be liable for any sales, use, excise, value-added, services, consumption and other taxes and duties on amounts payable by Customer in respect of any services supplied or provided by Zaptic to Customer.

3.6. On termination of this Agreement, Zaptic will issue a final invoice to Customer in respect of all outstanding sums payable by Customer under this Agreement in respect of which an invoice has not been issued.

3.7. Any portion of any sums that is not paid when due and payable will accrue interest equal to three percent (3%) per annum above the base lending rate from time to time of Barclays Bank Plc, accruing on a daily basis and being compounded quarterly, from the time the indebtedness arose, with interest on all overdue interest accruing at the same rate and calculated and payable in the same manner.

4. ACCESS TO AND USE OF ZAPTIC TECHNOLOGY

4.1. Subject to Customer's and Authorised Users' continuing compliance with this Agreement (including payment of all fees due and payable in accordance with Clause 3), Zaptic:

(a) shall provide Authorised Users with access to the Zaptic Services in accordance with this Agreement; and

(b) hereby grants Customer a personal, non-exclusive, non-transferable, non-sublicensable, revocable right for Authorised Users to access and use the features and functions of the Zaptic Services (as such features and functions may be outlined and/or limited in an Order Form) during the Term via the Zaptic Website or the Zaptic App (as appropriate) solely for Customer's internal business purposes.

4.2. Customer acknowledges and agrees that prior to accessing the Zaptic Technology, any relevant Authorised User shall be required to accept the Terms of Use relating to their access and use of the Zaptic Technology.

4.3. Customer shall designate at least one Authorised User to act as an administrator who will act as Customer's principal point of contract with Zaptic in relation to the subject matter of each Order Form ("**Customer Point of Contact**"). Customer may change the Authorised User designated as the Customer Point of Contact from time to time, provided that Customer notifies Zaptic in writing of such variation in advance.

4.4. On or promptly following the Commencement Date of each Order Form:

(a) Customer shall notify Zaptic of the identity and contact information of the Customer Point of Contact; and

(b) in respect of each Authorised User for whom a User Subscription has been purchased under such Order Form, and to whom Access Protocols are to be issued, the Customer Point of Contact shall provide to the Zaptic Account Manager, such Authorised User's:

(i) full names; and

(ii) Customer-provided email addresses.

4.5. Promptly following the Customer Point of Contact having provided the details outlined in Clause 4.4(b), Zaptic shall provide the necessary Access Protocols to the designated initial Authorised Users by email to the relevant email addresses provided by the Customer Point of Contact.

4.6.   In the event that Customer wishes to replace any Authorised User with another, the relevant Customer Point of Contact shall:

(a)   provide to the Zaptic Account Manager the details of the Authorised User whose Access Protocols and user account are to be deactivated;

(b)   in respect of the new Authorised User, provide to the Zaptic Account Manager the details outlined in Clause 4.4(b).

4.7.   Following deactivation of a replaced Authorised User's account in accordance with Clause 4.6 Customer shall have only thirty (30) days (starting from the date of the deactivation notice given pursuant to Clause 4.6) to access and extract the Customer Data stored in the user account of the deactivated Authorised User. Following the expiry of this thirty (30) day period, Zaptic may permanently and irretrievably destroy the user account of the deactivated Authorised User and all Customer Data stored therein.

4.8.   Notwithstanding anything to the contrary in this Agreement, the maximum number of Authorised Users shall at no point exceed the number of User Subscriptions it has purchased by Customer from time to time.

4.9.   Customer's and its Authorised Users' right to access and use the Zaptic Technology is subject to their continuing compliance with:

(a)   the terms and conditions of this Agreement;

(b)   in respect of Authorised Users only, the Terms of Use available on and relating to the use of the Zaptic Website and the Zaptic App; and

(c)   if applicable, any third party service terms and conditions governing any Third Party Content accessed through the Zaptic Technology.

4.10.   Customer is solely responsible for all activities that Authorised Users undertake on the Zaptic Technology. Customer shall immediately notify Zaptic of any unauthorised use of any Authorised User's Access Protocols.

4.11.   Zaptic will not be liable for any Losses arising from Customer's failure to ensure each Authorised User maintains the confidentiality of its Access Protocols.

4.12.   In relation to the Authorised Users, Customer undertakes that:

(a)   it shall ensure that:

(i)   only Authorised Users access the Zaptic Technology; and

(ii)   each Authorised User maintains the confidentiality of the Access Protocols; and

(b)   it will not allow or suffer any User Subscription (or associated Access Protocols allocated to an Authorised User to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User in accordance with Clause 4.6, in which case the prior Authorised User shall no longer have any right to access or use the Zaptic Technology;

(c)   it shall immediately notify Zaptic if any Authorised User ceases to be employed or otherwise engaged by Customer;

(d)   it shall permit Zaptic to conduct an onsite or remote (at Zaptic's option) audit to establish Customer and its Authorised Users' compliance with the terms of this Clause 4. Such audit may be conducted no more than once per quarter, at Zaptic's expense, and this right shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with Customer's normal conduct of business; and

(e)   if any of the audits referred to in Clause 4.12(d) reveal that any person other than an Authorised User has been accessing the Zaptic Technology, then without prejudice to Zaptic's other rights, Zaptic may take all necessary steps to halt such unauthorised access (including, promptly disabling any improperly used Access Protocols).

4.13.   If Customer wishes to purchase additional User Subscriptions in excess of the number set out in the corresponding Order Form, Customer shall notify Zaptic in writing. Zaptic shall evaluate such request for additional User Subscriptions and respond to Customer with approval or rejection of the request.

4.14.   If Zaptic approves Customer's request to purchase additional User Subscriptions, Customer shall pay to Zaptic the relevant fees for such additional User Subscriptions in accordance with the relevant payment terms, in each case as set out in the Order Form. Zaptic shall grant access to the Zaptic Technology to such additional Authorised Users, following the same procedures as are outlined in Clause 4.4.

4.15.   If such additional User Subscriptions are purchased by Customer part way through a Subscription Term, such fees shall be pro-rated for the remainder of the then-current Subscription Term.

4.16.   Notwithstanding anything to the contrary in this Agreement, no agents, consultants or contractors that Customer may engage from time to time that are employed by any party that Zaptic reasonably deems to be its competitor shall be permitted to:

(a)   access the Zaptic Technology; or

(b)   receive or access any Results.

4.17.   Without affecting any other right or remedy available to it, in the event that Zaptic determines (acting reasonably) that any Authorised User is employed by any party that Zaptic reasonably deems to be its competitor, it may:

(a)   deactivate the user account of that Authorised User and disable any associated Access Protocols; and

(b)   permanently and irretrievably destroy the user account of the deactivated Authorised User and all Customer Data stored therein.

5.   WARRANTIES

5.1.   Subject to Clause 12 and Clause 14, Zaptic warrants that during the Term, the Zaptic Technology will materially conform to the then-current Documentation for the Zaptic Technology when used in accordance therewith and the terms of this Agreement.

5.2.   The warranty set forth in Clause 5.1 shall not apply:

(a)   in the event that Customer or any third party has breached any of the restrictions outlined in Clause 8; or

(b)   to any defects or issues arising as a result of any use of the Zaptic Technology in combination with other products, hardware, equipment, software, or data not expressly authorised by Zaptic to be used with the Zaptic Technology.

3445668 v3

5.3. Zaptic's sole liability and Customer's sole remedy for breach of the warranty in Clause 5.1, shall be Zaptic's use of commercially reasonable efforts to remedy defects covered by such warranty within sixty (60) days of receipt of notice of such defect or, at Zaptic's option, a refund of the sums paid by Customer for the defective element of the Zaptic Technology on a pro-rated basis.

5.4. Each Party warrants and represents on an ongoing basis that:

(a) it has, and undertakes that it shall continue to have for the duration of this Agreement the requisite power, capacity and authority to enter into this Agreement and to carry out the obligations under this Agreement; and

(b) its signing, delivery and performance of this Agreement (or any element thereof) shall not:

(i) constitute a violation of any applicable law or of any judgement, order or decree of any court or governmental agency to which it is a party or by which it is bound;

(ii) constitute a violation, breach or default under any contract by which it or any of its assets (whether tangible or intangible) are bound; or

(iii) result in the termination, cancellation or acceleration (whether after the giving of notice, lapse of time, or both) of any contract by which it or any of its assets (whether tangible or intangible) are bound.

6. CUSTOMER DEPENDENCIES

In order to permit Zaptic to provide Authorised Users with access to Zaptic Technology in accordance with the terms of this Agreement, Customer shall ensure that:

(a) all Authorised Users have installed, and access the Zaptic Technology via, a supported version of the internet browsers and operating systems that are listed in the Documentation as supported by Zaptic from time to time;

(b) it provides Zaptic with all such business and user data as may be required by Zaptic to enable it to provide the Services;

(c) all Customer Data is accurate, complete, up-to-date and provided in a timely manner; and

(d) it shall meet any additional customer dependencies as identified in the relevant Order Form.

Zaptic shall be relieved from any failure to comply with its obligations under this Agreement, including to provide Authorised Users with access to Zaptic Technology, if and to the extent that Zaptic can demonstrate that such failure was caused by Customer's failure to meet any obligation or dependency on Customer outlined above.

7. OWNERSHIP

7.1. As between the Parties, Zaptic retains sole ownership of all right, title and interest, including all Intellectual Property Rights, in and to:

(a) the Zaptic Technology;

(b) the Zaptic Services;

(c) the Zaptic Data; and

(d) Results; (collectively, the "**Zaptic Property**").

7.2. Customer will not acquire any right, title or interest in or to the Zaptic Property, except as expressly provided in this Agreement.

7.3. Zaptic reserves all rights in and to the Zaptic Property not expressly granted in this Agreement.

7.4. Customer will indemnify, defend and hold Zaptic and its officers, directors, employees and agents harmless from and against any and all Losses arising from or in connection with or relating directly to Customer or any Authorised User exceeding the scope of any licence, right or permission to use the Zaptic Property (or any part thereof) granted to it under or in connection with this Agreement, including without limitation any breach of the Terms of Use.

8. RESTRICTIONS

8.1. Customer shall not, nor shall it instruct or permit, procure, enable or request its Personnel, Authorised Users or any third party to, take any action designed or intended to:

(a) use the Zaptic Property (or any part thereof) in any manner or for any purpose that is inconsistent with this Agreement;

(b) provide or otherwise make the Zaptic Technology (or any part thereof) available to any third parties;

(c) use the Zaptic Technology (or any part thereof) to:

(i) create market or distribute any product or service that is competitive with the Zaptic Technology; or

(ii) act as a service bureau on behalf of, or otherwise provide processing or services support to, any third party;

(d) introduce to the Zaptic Technology any "back door," "drop dead device," "time bomb," "Trojan horse," "virus," or "worm" (as such terms are commonly understood in the software industry) or any other equivalent code, software routine or instructions designed or intended to disrupt, disable, harm or otherwise impede in any manner the operation of the Zaptic Technology or any device or system owned or controlled by Zaptic or any third party, or which otherwise may damage or destroy any data or file;

(e) modify, copy, resell, rent, lease, sub-licence, load, merge, adapt or translate the whole or any part of the Zaptic Property (or any part thereof);

(f) contest, challenge or otherwise make any claim or take any action adverse to Zaptic's ownership of, or interest in, the Zaptic Property (or any part thereof);

(g) re-use, disseminate, copy, or otherwise use the Zaptic Property (or any part thereof) in a way that infringes, misappropriates, or violates any Intellectual Property Rights or other right of Zaptic or any third party; or

(h) remove, alter, obscure Zaptic's trade mark, copyright notice or any other proprietary notice from the Zaptic Property (or any part thereof).

8.2. Customer shall not, nor shall it instruct or permit, procure, enable or request its Personnel, Authorised Users or any third party to reverse engineer, decompile, unbundle, disassemble, or create derivative works based on, the whole or any part of the Zaptic Technology nor attempt to do such things except

to the limited extent that (by virtue of section 296A of the Copyright, Designs and Patents Act 1988 or equivalent applicable local law) such actions cannot be prohibited because they are essential for the purpose of achieving interoperability of the Zaptic Technology with another independent software program of which Customer is a lawful user and provided that:

(a) Customer provides Zaptic with advance written notice of Customer's intent to perform such actions, in which event Zaptic may elect to, but shall in no circumstances be obliged to, provide Customer with the information necessary to achieve interoperability of the Zaptic Technology with that other independent software program;

(b) any performance of such actions is confined to those parts of the Zaptic Technology as are strictly necessary to achieve interoperability with that other independent software program; and

(c) subject to the foregoing, the information obtained by Customer during any such action(s):

    (i) is used only for the purpose of achieving interoperability of the Zaptic Technology with that other independent software program;

    (ii) is not disclosed or communicated without Zaptic's express prior written consent to any third party to whom it is not strictly necessary to disclose or communicate it for the purposes of achieving interoperability with that other independent software program;

    (iii) is not used to create any software which is substantially similar to, or which may compete with, the Zaptic Technology; and

    (iv) is not otherwise readily available to Customer, including by way of provision by Zaptic in accordance with Clause 8.2(a).

8.3. Customer shall be responsible, and fully liable to Zaptic for, all actions and omissions of Authorised Users.

8.4. Customer shall take all necessary steps to ensure that all Authorised Users are aware of the provisions of this Agreement that are applicable to their use of the Zaptic Technology and shall cause them to comply with such provisions.

9. INTELLECTUAL PROPERTY RIGHTS INDEMNITY

9.1. Subject to Clause 9.2, Zaptic shall indemnify Customer from and against Losses incurred by Customer as a result of amounts awarded in final judgment or settlement of any third party claim or proceeding against Customer that Customer's use or possession of the Zaptic Technology, within the scope of the rights of use and possession granted to Customer under this Agreement, infringes the Intellectual Property Rights of a third party ("**IPR Claims**").

9.2. Notwithstanding Clause 9.1 or any provision of this Agreement to the contrary, Zaptic shall have no liability whatsoever to Customer in respect of any IPR Claims based on or arising directly or indirectly as a result of:

(a) Customer exceeding the scope of any right, licence or consent to use the Zaptic Technology under this Agreement;

(b) any use of the Zaptic Technology not in accordance with this Agreement or the Documentation;

(c) a breach by Customer or any third party of any of the restrictions outlined in Clause 8;

(d)   any use of the Zaptic Technology in combination with other products, hardware, equipment, software or data not expressly authorised by Zaptic to be used with the Zaptic Technology;

(e)   use of any release of any element of the Zaptic Technology other than the most current release made available to Customer;

(f)   any use of, or reliance on, any Customer Data; or

(g)   any modification of the Zaptic Technology by any person other than Zaptic or its expressly authorised agents or Subcontractors.

10.   CUSTOMER DATA

10.1.   As between the Parties, all Intellectual Property Rights in and to Customer Data shall vest in Customer upon their creation absolutely and Zaptic shall not obtain any right, title or interest in the Customer Data whatsoever, except that Zaptic shall be permitted to use the Customer Data in accordance with the licences granted in Clause 10.2.

10.2.   Customer hereby grants to Zaptic:

(a)   a non-exclusive, worldwide, royalty-free licence, irrevocable during the Term, to use the Customer-provided Data for the purposes described in and anticipated by this Agreement for Zaptic to provide the services described in this Agreement; and

10.3.   Zaptic shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party.

10.4.   Customer warrants and represents on an ongoing basis that and undertakes that throughout the Term it shall have, the necessary rights, power, consents and authority to transmit Customer Data to Zaptic under, and in the fashion described in, this Agreement and to grant Zaptic the licence to use Customer Data in Clause 10.2.

10.5.   Customer will indemnify, defend and hold Zaptic and its officers, directors, employees and agents harmless from and against any and all Losses arising from or in connection with: (i) Customer's breach of the warranty, representation and/or undertaking given in Clause 10.4; and (ii) any use of, or reliance on, the Customer Data by Customer and/or any Authorised Users.

11.   USE OF RESULTS

11.1.   Subject to Clause 18, Zaptic hereby grants Customer a personal, royalty-free, irrevocable, non-exclusive, non-sublicensable and non-transferable right for Customer to use the Results for Customer's internal business purposes.

12.   OPEN SOURCE SOFTWARE

12.1.   Certain elements of the Zaptic Technology are subject to "open source" or "free software licenses" ("**Open Source Software**"). Customer acknowledges that certain elements of such Open Source Software are owned by third parties.

12.2.   No Open Source Software is licensed under any provision of this Agreement under which Zaptic grants Customer any licence to use the Zaptic Technology; instead, each item of Open Source Software is licensed under the terms of the end-user license that accompanies such Open Source Software (each an "**OSS Licence**").

12.3. Nothing in this Agreement limits Customer's rights under, or grants Customer rights that supersede, the terms and conditions of any OSS Licence. If required by any OSS Licence, Zaptic shall make available relevant pieces of Open Source Software available upon written request.

13. DATA PROTECTION

Each Party agrees that it shall comply with applicable Data Protection Legislation in the performance of its obligations under this Agreement.

14. THIRD PARTY CONTENT

14.1. Certain elements of the Zaptic Technology may permit or enable Customer and/or its Authorised Users to search for, find, store, manage, access or use Third Party Content.

14.2. Customer acknowledges that Zaptic does not warrant, represent, endorse, support or guarantee the completeness, truthfulness, accuracy, reliability, performance, fitness for purpose or any other attributes of any Third Party Content, nor shall Zaptic be responsible for reviewing or attempting to verify the accuracy or currency of any Third Party Content.

14.3. Customer acknowledges that:

(a) Customer and/or its Authorised Users may be required to enter into certain agreements with the owner(s) or licensor(s) of Third Party Content; and

(b) in the event the relevant agreements are not entered into, Customer and/or its Authorised Users may be unable to access:

(i) such Third Party Content; and/or

(ii) any or all of those elements of the Zaptic Technology that permit or enable Customer and/or its Authorised Users to search for, find, store, manage, access or use such Third Party Content.

14.4. To the fullest extent permitted by law, Customer expressly disclaims any and all express or implied terms of any nature relating to Third Party Content.

14.5. As between Customer and Zaptic, Customer is solely responsible for:

(a) any Third Party Content installed in, used with or accessed via the Zaptic Technology;

(b) determining the suitability of any Third Party Content for its intended use by Customer; and

(c) as necessary for its intended use, verifying the authenticity and accuracy of the Third Party Content prior to using it.

15. MARKETING

15.1. Customer acknowledges and agrees that Zaptic may include the Customer's name and a description of the technology and services provided to the Customer under this Agreement and any applicable Order Form, in case study marketing content, lists of or references to any of Zaptic's clients on its website and/or in proposals, and in other marketing materials.

15.2. Customer will indemnify, defend and hold Zaptic and its officers, directors, employees and agents harmless from and against any and all Losses arising from or in connection with or relating directly to a failure by Customer to procure the permission required pursuant to Clause 15.1 above.

16. NON-SOLICITATION

During the Term, and for a further twelve (12) months following termination, Customer agrees that it shall not directly or indirectly employ or engage (without Zaptic's prior written agreement), or solicit for such employment or engagement, any Zaptic Personnel who have been engaged in the performance of this Agreement, whether or not such person would commit a breach of contract by reason of leaving service or office.

17. COMPLIANCE WITH LAWS

Customer shall at its own expense comply with all applicable laws and regulations relating to its activities under this Agreement, as they may change from time to time, and with any conditions binding on it in any applicable licences, registrations, permits and approvals.

18. CONFIDENTIALITY

18.1. Each Party undertakes that it shall not at any time disclose to any person any Confidential Information of the other Party, except as permitted by Clause **Error! Reference source not found.** and Clause 18.2.

18.2. Each Party may disclose the other Party's Confidential Information:

(a) to its employees, officers, representatives, advisers and (with respect to Zaptic only) any other Zaptic Personnel who need to know such information for the purposes of carrying out the Party's obligations under this Agreement. Each Party shall ensure that its employees, officers, representatives, advisers and (with respect to Zaptic only) any other Zaptic Personnel to whom it discloses the other Party's Confidential Information comply with this Clause 18; and

(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

19. CONDUCT OF INDEMNIFIED CLAIMS

19.1. The Indemnified Party shall notify the Indemnifying Party in detail in writing promptly after it becomes aware of any event or any allegation, claim, demand, proceeding or other action from or by a third party which it believes may give rise to a claim for indemnification under this Agreement (an "**Indemnified Claim**").

19.2. The Indemnified Party shall:

(a) allow the Indemnifying Party sole authority to control the defence and settlement of any Indemnified Claim;

(b) provide the Indemnifying Party with all reasonable cooperation in the defence of such Indemnified Claim; and

(c) not settle or compromise any Indemnified Claim or make any admission of liability without the express prior written consent of the Indemnifying Party.

20. LIMITATION OF LIABILITY

20.1. Nothing in this Agreement limits or excludes liability of Customer to pay Zaptic any sums due under this Agreement.

20.2. Nothing in this Agreement limits or excludes the liability of either Party for:

(a) death or personal injury caused by its negligence;

(b) fraud or fraudulent misrepresentation;

(c) any indemnities given under this Agreement by either Party; or

(d) any other act, omission, or liability which may not be limited or excluded by applicable law.

20.3. Subject to Clause 20.1 and Clause 20.2, Zaptic shall not in any circumstances be liable to Customer whether in contract, tort (including for negligence), 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);

(d) any loss or liability (whether direct or indirect) under or in relation to any other contract; or

(e) any Losses arising directly or indirectly as a result of Customer's, or any third party's use of, or reliance upon, the Results.

20.4. In respect of all other claims, losses, or damages not covered by Clause 20.1 or Clause 20.2 and subject to Clause 20.3, Zaptic's aggregate liability to Customer whether arising in contract, tort (including negligence), misrepresentation (other than fraudulent misrepresentation), breach of statutory duty or otherwise pursuant to this Agreement, shall not exceed an amount equal to one hundred per cent (100%) of all sums paid by Customer in accordance with and pursuant to this Agreement in the twelve (12) month period prior to the month in which the most recent event giving rise to liability occurred.

20.5. To the fullest extent permitted by law, Zaptic expressly disclaims all implied warranties or conditions including warranties and conditions of satisfactory quality, fitness for a particular purpose and non-infringement.

21. DISCLAIMER AND INDEMNITY

21.1. Customer acknowledges that Zaptic does not warrant, represent, endorse, support or guarantee the completeness, truthfulness, accuracy, reliability, performance, fitness for purpose or any other attributes of any Results. Zaptic shall not be responsible for reviewing or attempting to verify the accuracy or currency of any Results generated in Customer's use of the Zaptic Technology.

21.2. Customer agrees to indemnify, defend and hold Zaptic and its officers, directors, employees and agents harmless from and against any and all Losses arising from or in connection with any allegation, claim, demand, proceeding or other action brought against Zaptic that is based upon, or arises directly or indirectly as a result of, Customer's (including its Personnels' and Authorised Users'), or any third party's use of, or reliance upon any Results generated in Customer's (and any Authorised User's) use of the Zaptic Technology.

22. TERMINATION

22.1. Either Party may terminate this Agreement in accordance with Clause 1.1.

22.2.   Either Party may terminate any Order Form in accordance with Clause 1.2(b).

22.3.   Without affecting any other right or remedy available to it, either Party may terminate:

(a)   these Terms and Conditions, and all Order Forms, with immediate effect by giving prior written notice to the other Party if the other Party commits a material breach of these Terms and Conditions which breach affects all Order Forms and is irremediable or (if such breach is remediable) fails to remedy that breach within a period of thirty (30) days after being notified to do so; or

(b)   any Order Form, with immediate effect by giving prior written notice to the other Party if the other Party commits a material breach of (i) such Order Form or (ii) these Terms and Conditions which relates to such Order Form; and/or

(c)   these Terms and Conditions, and/or any Order Form, with immediate effect by giving prior written notice to the other Party if the other Party becomes insolvent or unable to pay its debts (as defined in section 123 of the Insolvency Act 1986), proposes a voluntary arrangement, has a receiver, administrator or manager appointed over the whole or any part of its business or assets, suffers the presentation of any petition, the making of any order or the passing of any resolution for its winding up (except for the purposes of a bona fide solvent amalgamation or reconstruction), bankruptcy or dissolution, otherwise proposes or enters into any composition or arrangement with its creditors or any class of them, ceases to carry on business or claims the benefit of any statutory moratorium, or undergoes any similar or equivalent process in any jurisdiction.

22.4.   Customer agrees to immediately give notice to Zaptic of any Change of Control of Customer. Without affecting any other right or remedy available to it, Zaptic may terminate this Agreement in whole or part with immediate effect by giving notice to Customer if Customer undergoes a Change of Control such that Control of Customer passes to any person that Zaptic deems (acting reasonably) to be a competitor of Zaptic. Promptly following any Change of Control of Customer, Customer undertakes to enter into good faith discussions concerning any revisions or amendments to this Agreement that Zaptic determines may be necessary to reflect any such Change of Control.

22.5.   The Parties acknowledge and agree that failure by Customer to pay any sums when due shall constitute a "material breach" for the purposes of Clause 22.3(a).

23.   CONSEQUENCES OF TERMINATION

23.1.   On termination of this Agreement:

(a)   notwithstanding Clause 3.1, Customer shall promptly (and in any event within ten (10) Business Days of the date of termination) pay Zaptic any outstanding balances owing to Zaptic under this Agreement or relevant part thereof, including any final invoice issued in accordance with Clause 3.6 (provided that payment of sums owing under any such final invoice shall be paid to the Zaptic Bank Account within ten (10) Business Days of the date of receipt thereof);

(b)   save as set out in Clause 11.1, any and all licences, permissions and authorisations granted to Customer and/or Authorised Users by Zaptic under this Agreement or relevant part thereof will terminate automatically;

(c)   Customer shall terminate any and all licences, permissions and authorisations granted to Authorised Users by Customer pursuant to or in connection with this Agreement or relevant part thereof;

(d)   each Party will promptly return all Confidential Information received from the other Party, together with all copies, or certify in writing that all such Confidential Information and copies thereof have been destroyed.

23.2.   Any obligation to return, destroy or permanently erase Confidential Information outlined in Clause 23.1(d) shall not apply:

(a)   to any Specified Customer Data being used by Zaptic in accordance with the licence granted in Clause **Error! Reference source not found.**;

(b)   in respect of one (1) copy of the Customer Data, that Zaptic may be entitled to retain as necessary to comply with any legal, regulatory, judicial, audit, or internal compliance requirements; and

(c)   to any Confidential Information or Customer Data that is retained by Zaptic on electronic back-up media made in the ordinary course of business and from which it cannot readily be isolated from other information and deleted,

provided that, in each case, the applicable provisions of this Agreement relating to data security and Confidential Information shall continue to apply to any such Confidential Information and/or Customer Data.

23.3.   Any provision of this Agreement that either expressly or by implication is intended to come into or continue in force on or after termination of this Agreement shall remain in full force and effect, including: Clause 3 (Fees), Clause 7 (Ownership), Clause 8 (Restrictions), Clause 10 (Customer Data), Clause 11 (Use of Results), Clause 13 (Data Protection), Clause 14 (Third Party Content), Clause 15 (Marketing), Clause 16 (Non-solicitation), Clause 18 (Confidentiality), Clause 19 (Conduct of Indemnified Claims), Clause 20 (Limitation of Liability), Clause 21 (Disclaimer and indemnity), Clause 23 (Consequences of termination), Clause 24 (Agreement Architecture), Clause 29 (Waiver), Clause 30 (Rights and remedies), Clause 31 (Severance), Clause 32 (Entire agreement), Clause 33 (No partnership or agency), Clause 34 (Rights of third parties), Clause 35 (Notices), Clause 37 (Governing law), Clause 38 (Jurisdiction) and Clause 39 (Interpretation).

23.4.   Termination of this Agreement 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 this Agreement which existed at or before the date of termination.

24.   AGREEMENT ARCHITECTURE

24.1.   Subject always to Clause 24.5, any Order Forms shall incorporate these Terms and Conditions (collectively, this "**Agreement**").

24.2.   The Parties may agree certain Order Forms (in substantially form attached hereto on page 1) pursuant to which Zaptic may provide, and Customer may receive, certain Zaptic Services.

24.3.   No Order Form shall enter into force, be legally binding or have any other effect:

(a)   unless and until the Order Form has been signed by an authorised signatory of Zaptic and an authorised signatory of Customer; and

(b)   if, as at the date that the Order Form is signed in accordance with Clause 24.3(a), this Agreement has been terminated or has expired.

24.4.   Each Order Form shall:

(a)   be part of this Agreement and shall not form a separate contract between Zaptic and Customer; and

(b)   come into force on the date it is executed by Zaptic and Customer and shall continue, unless terminated earlier in accordance with its own terms, the terms of the Agreement or by law, or until the expiry of the term set out in the Order Form.

24.5.   In the event of a conflict or inconsistency between these Terms and Conditions and any Order Form, the following order of precedence shall apply, with a term contained in a document higher in the list below having priority over one contained in a document lower in that list:

(a)   the Order Form; and

(b)   these Terms and Conditions.

25.   FORCE MAJEURE

25.1.   If a Party is prevented, hindered or delayed in or from performing any of its obligations under this Agreement by a Force Majeure Event (for the purposes of this Clause 25, the "**Affected Party**"), the Affected Party shall not be in breach of this Agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

25.2.   If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than three (3) months, either Party may terminate this Agreement by giving seven (7) days' written notice to the other Party. On the expiry of this notice period, this Agreement will terminate. Such termination shall be without prejudice to the rights of the Parties in respect of any breach of this Agreement occurring prior to such termination.

26.   SUBCONTRACTORS

Zaptic may engage Subcontractors to perform its obligations under this Agreement, provided that Zaptic shall remain fully liable to Customer for such performance (subject to the exclusions and limitations outlined herein).

27.   ASSIGNMENT AND OTHER DEALINGS

Neither Party shall assign, transfer, mortgage, charge, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement without the prior written consent of the other Party, provided that Zaptic may assign this Agreement to any Affiliate of Zaptic without the consent of Customer.

28.   VARIATION

Subject to Clause 2, no variation of this Agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

29.   WAIVER

29.1. A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.

29.2. A failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

30. RIGHTS AND REMEDIES

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

31. SEVERANCE

31.1. If any provision or part-provision of this Agreement shall be held to be invalid, illegal, void 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 31.1 shall not affect the validity and enforceability of the rest of this Agreement.

31.2. If one Party gives notice to the other of the possibility that any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

32. ENTIRE AGREEMENT

32.1. The Agreement constitutes the entire agreement and understanding between the Parties relating to the matters contemplated by this Agreement and supersedes all previous agreements (if any and whether in writing or not) between the Parties in relation to such matters.

32.2. The Parties acknowledge and agree that, except as otherwise expressly provided for in this Agreement, they are not entering into this Agreement on the basis of, and are not relying on and have not relied on, any statement, representation, warranty or other provision (in any case whether oral, written, expressed or implied) made, given, or agreed to by any person (whether a Party to this Agreement or not) in relation to the subject matter of this Agreement, provided that nothing in this Agreement shall exclude any Party from liability for fraud or fraudulent misrepresentation.

33. NO PARTNERSHIP OR AGENCY

33.1. Nothing in this Agreement 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.

33.2. Each Party confirms it is acting on its own behalf and not for the benefit of any other person.

34. RIGHTS OF THIRD PARTIES

A person who is not a Party to this Agreement shall not be entitled to enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

35. NOTICES

35.1. A notice given to a Party under or in connection with this Agreement:

(a) shall be in writing and in English;

(b) shall be sent to the Party for the attention of the contact and at the address listed on the Order Form.

35.2. A Party may change its details given on the Order Form by giving written notice to the other Party.

36. COUNTERPARTS

The Agreement (or any part thereof requiring signed execution) may be signed in any number of counterparts and by the Parties on separate counterparts, each of which, when executed and delivered by a Party, shall be an original and such counterparts taken together shall constitute one and the same agreement. Electronic copies of signatures by the authorised representatives of the Parties (eg, PDF scans) are enforceable just as though they were original wet-ink signatures.

37. GOVERNING LAW

The Agreement and all matters arising from it (including, without limitation, any dispute relating to the existence, validity or termination of this Agreement or any contractual or non-contractual obligation) shall be governed by, and construed in accordance with the laws of England and Wales.

38. JURISDICTION

In relation to any legal action or proceedings to enforce this Agreement or arising out of or in connection with this Agreement (including, without limitation, any dispute relating to the existence, validity or termination of this Agreement or any contractual or non-contractual obligation) (for the purposes of this Clause 38, "**Proceedings**") each of the Parties irrevocably submits to the exclusive jurisdiction of the courts of England and waives any objection to Proceedings in such courts on the grounds of venue or on the grounds that the Proceedings have been brought in an inappropriate forum provided that a judgment or order of any court may be enforced in any court of competent jurisdiction.

39. INTERPRETATION

39.1. In this Agreement, where the context admits:

"**Access Protocols**"	means the user log-in credentials, together with the network link required to enable Authorised Users to set their password, necessary to access the Zaptic Technology.
"**Affiliate**"	means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with another entity.
"**Affected Party**"	has the meaning given to it in Clause 25.1.
"**Agreement**"	shall be construed in accordance with Clause 24.1.
"**App User**"	means each employee, agent, and independent contractor of Customer that:

(A) has been identified by name to Zaptic;

(B) installs the Zaptic App on their compatible mobile device; and

(C) in respect of which Zaptic has provided or approved in writing Access Protocols to access the Zaptic App

"Authorised User"	means each App User and each Portal User.
"Business Day"	means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
"Commencement Date"	means the first day of the Initial Term specified in an Order Form.
"Confidential Information"	means all written or oral information, disclosed by either Party to the other, related to the operations of either Party or a third party that has been identified as confidential or that by the nature of the circumstances surrounding disclosure ought reasonably to be treated as confidential, including the Zaptic Property (or any representation, manifestation or part thereof).
"Control"	means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the general management of the company, and the expression "**Change of Control**" shall be construed accordingly.
"Customer Data"	collectively, means the Customer-provided Data and the Specified Customer Data.
"Customer-provided Data"	means any data, media, information or other content that is (i) provided by Customer to Zaptic under or in connection with an Order Form or (ii) inputted by Customer or Authorised Users into the Zaptic Technology.
"Customer Point of Contact"	has the meaning given in Clause 4.3.
"Data Protection Legislation"	means all applicable laws and regulations governing or related to the access to, transfer of, storage of, or breach of data that can be used to identify an individual, including Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, as amended or superseded (including by Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data) and any legislation by which it is implemented and any equivalent legislation in the United Kingdom, from time to time.
"Documentation"	means the manuals, product literature, instructions, schematics, and drawings prepared or published by Zaptic and provided with the Zaptic Technology that describe or relate to the Zaptic Technology and its installation, use, operation, features, functionality, capabilities and maintenance.

"Effective Date"	has the meaning given in Clause 1.1.
"Force Majeure Event"	means an event which is beyond the control of an Affected Party and which such party could not anticipate or mitigate by means of contingency planning or any other prudent business means. An event will only be considered a Force Majeure Event if it is not attributable to the wilful act, neglect, default or other failure to take reasonable precautions of the Affected Party, its agents, employees or contractors. Industrial dispute or action affecting a Party's employees shall not give rise to a Force Majeure Event.
"Indemnified Claim"	has the meaning given in Clause 19.1.
"Indemnified Party"	means the Party that has the protection of an indemnity under this Agreement.
"Indemnifying Party"	means the Party granting an indemnity under this Agreement.
"Initial Term"	means the period specified for the initial subscription term in an Order Form.
"Intellectual Property Rights"	means any and all tangible and intangible:

(A) copyrights and other rights associated with works of authorship throughout the world, including copyrights, neighbouring rights, moral rights, and mask works, and all derivative works thereof;

(B) trade mark and trade name rights and similar rights;

(C) trade secret rights;

(D) rights in databases and other compilations and collections of data or information;

(E) rights to Inventions;

(F) patents, designs, algorithms, utility models, and other industrial property rights, and all improvements thereto;

(G) all other intellectual and industrial property rights (of every kind and nature throughout the world and however designated) whether arising by operation of law, contract, licence, or otherwise; and

(H) all registrations, applications, renewals, extensions, continuations, divisions, or reissues thereof now or hereafter in force (including any rights in any of the foregoing).

"Invention"	means any invention, idea, discovery, development, improvement or innovation, whether or not patentable or capable of registration, and whether or not recorded in any medium.
"IPR Claims"	has the meaning given in Clause 9.

"**Losses**"	means all losses, liabilities, damages, costs, claims, charges, demands, actions, proceedings and expenses (including legal and professional fees and disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties).
"**Open Source Software**"	has the meaning given in Clause 12.1.
"**Order Form**"	means the order form executed by the Parties under which Customer purchases User Subscriptions.
"**OSS Licence**"	has the meaning given in Clause 12.2.
"**Parties**"	means the parties to this Agreement and the term "**Party**" shall be construed accordingly.
"**Personnel**"	means a Party's employees, agents, consultants or contractors.
"**Portal User**"	means each employee, agent, and independent contractor of Customer that: (A) has been identified by name to Zaptic; and (B) in respect of which Zaptic has provided or approved in writing Access Protocols authorising such individual to access the Zaptic Website.
"**Renewal Term**"	means the period specified for renewal subscription terms in an Order Form.
"**Results**"	means downloadable content generated by the Zaptic App and/or Zaptic Website.
"**Specified Customer Data**"	Maeans the definition provided by the customer at contract start
"**Subcontractor**"	means any third party that performs any element of the services described in this Agreement for or on behalf of Zaptic.
"**Subscription Term**"	means individually, the Initial Term and each Renewal Term in an Order Form.
"**Term**"	has the meaning given in Clause 1.1.
"**Terms of Use**"	means the then-current terms of use, acceptable use policy and privacy policy relating to the use of the Zaptic Website and Zaptic App that is provided to users thereof upon first access to the Zaptic Website and Zaptic App.
"**Third Party Content**"	means any and all content, data, media, information, software (including all Intellectual Property Rights relating thereto or subsisting therein) that is owned by and/or licensed from a third party.
"**User Subscriptions**"	means the user subscriptions purchased by Customer which entitle Authorised Users to receive the Zaptic Services in accordance with this Agreement.

"Zaptic App"	means Zaptic Bridgewater
"Zaptic Data"	means any data, media, information or other content that is accessible via the Zaptic Technology or that is inputted by, on or behalf of, Zaptic (excluding any Customer Data).
"Zaptic Personnel"	means any of Zaptic's Personnel together with, as the context permits and requires, Personnel of its Affiliates and/or Subcontractors.
"Zaptic Property"	has the meaning given in Clause 7.1.
"Zaptic Services"	means the services, including access to the Zaptic App and the Zaptic Website as described in the Order Form, and any modified, updated or enhanced versions of such services that Zaptic may provide to Customer pursuant to this Agreement.
"Zaptic Technology"	means Zaptic's proprietary cloud-based software-as-a-service platform, including the Zaptic Website and the Zaptic App, together with any and all technology and software owned or used by Zaptic, any associated processes, materials, tools, and business methods relating thereto, including, in each case any and all:
	(A) updates thereto;
	(B) any and all documentation relating thereto (including the Documentation);
	(C) Intellectual Property Rights therein or thereto; and
	(D) any benchmarking, analytics or technical data relating to the performance or operation thereof.
"Zaptic Website"	means the web interface of the Zaptic Technology

39.2. To the extent not defined in this Clause 39, the terms outlined on the Order Form shall have the meaning given to them therein.

39.3. References to "**Clauses**" in this Agreement are references to the clauses of these Terms and Conditions and references to "**Sections**" are to the sections in the Schedules to this Agreement.

39.4. Clause headings and Section headings shall not affect the interpretation of this Agreement.

39.5. Words in the singular shall include the plural and vice versa where the context requires.

39.6. Unless the context requires otherwise, a reference to one gender shall include reference to other genders.

39.7. A reference to a statute of statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

39.8. References to something being "**in writing**" or "**written**" shall include a reference to that thing being produced by any legible and non-transitory substitute for writing (including electronic mail).

39.9. References to this "**Agreement**" are to these Terms and Conditions, together with any Order Forms agreed between the Parties and other agreements or documents that are expressly referred to in this Agreement as forming part of this Agreement.

39.10. Any words following the terms "**including**", "**include**", "**in particular**" or any similar expression shall be construed as illustrative and shall not limit the sense of the description, definition, phrase or terms that comes before the relevant term.

39.11. Any reference to an English legal term for any action, remedy, method or judicial proceedings legal document, legal status, court, official, or any other legal concept shall, in respect of any other jurisdiction than England be deemed to include the legal term which most nearly approximates in that jurisdiction to the English legal term.

39.12. Any reference to this Agreement terminating shall, where the context requires, include a reference to this Agreement terminating by expiry of the Term.

Signed by _____ Signed by _____

for and on Authorised Signatory for and on
behalf of behalf of

**Juliand
Digital Ltd**