

Terms & Conditions

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, the following expressions have the following respective meanings (unless the context otherwise requires): **Charges**” means the subscription charges **Commencement Date**” means the date on which this Agreement will come into effect **“I-Procure**” means I-Procure Technology Limited, a company incorporated in England and Wales with registered number 11127384 whose registered office is at 23 Howard Drive, Farnborough, Hampshire, GU14 9TQ United Kingdom. Subscription to the “services” provides the customer and it’s nominated ‘subscribers’ with access to the **I-Procure Technology Platform** and **“Quarter**” means the consecutive three-month period commencing on the Commencement Date and each three-month anniversary thereof.

“Services” means the services available through the platform

“Subscriber” means an individual employee of the Customer on whose behalf the Customer has paid to subscribe to the Services provided through the platform.

“Subscriptions” means the user subscriptions purchased by the Customer which entitle Subscribers to access and use the Services.

“Platform” means www.i-procuretech.net operated by I-Procure Technology Limited and through which it provides subscription based services.

“Year” means the period of 12 consecutive months commencing on the Commencement Date and each anniversary thereof, and **“Yearly**” shall be construed accordingly.

1.2 References to persons include individuals, bodies corporate (wherever incorporated), unincorporated associations and partnerships.

1.2 References to the singular include the plural, and vice versa.

1.3 The subscription agreement is incorporated into and forms part of this Agreement.

2. SUBSCRIPTIONS

2.1 In consideration of the payment by the Customer of the Charges, I-Procure shall provide such number of Subscriptions as is set out in the subscription agreement to the Customer. The number of Subscribers and Subscriptions required by the Customer shall be reviewed at the end of the Initial Period and each subsequent Renewal Period (as defined below) amended accordingly.

2.2 I-Procure shall provide the Customer with a unique subscriber code for each Subscription which will permit the Subscriber to which the unique subscriber code is provided to access the Services.

2.3 The Customer shall be responsible for allocating the unique subscriber codes to the Subscribers. The Customer undertakes:

1. to allocate each unique subscriber code to one Subscriber only; and
2. not to allocate any unique subscriber code to any person who is not an employee of the Customer.

2.4 The Customer acknowledges that the Services will be made available to the Subscribers subject to the terms and conditions published on the Website from time to time. Any planned outages will be posted on the platform to inform subscribers.

2.5 The Company offers a 98% uptime guarantee. In the event that the platform is unavailable for a period exceeding this uptime guarantee in any Quarter, the Customer shall be entitled to a pro-rata refund of the Charges for such Quarter.

3 DURATION

3.1 This Agreement shall commence on the Commencement Date and shall continue for an initial period of 1 year from the Launch Date (the “**Initial Period**”). On expiry of the Initial Period the Customer will be able to renew their agreement. Each renew period will equate to 1 year. (the “**Renewal Period**”) unless either party gives not less than one month’s written notice that it wishes to terminate the Agreement, such notice to expire at the end of the Initial Period or any Renewal Period.

4 CHARGES AND PAYMENT

4.1 The Customer shall pay the Charges to I-Procure for the Subscriptions in accordance with this clause 4 and the subscription agreement.

4.2 The Customer shall provide to I-Procure valid, up-to-date and complete credit card details or approved purchase order information acceptable to I-Procure and any other relevant valid, up-to-date and complete contact and billing details and, if the Customer provides:

- 4.2.1 its credit card details to I-Procure, the Customer hereby authorises I-Procure to bill such credit card on receipt of the Business Subscription Agreement and the first day of each Renewal Period for the Charges payable in respect of the Initial Period or Renewal Period, as applicable.
- 4.2.2 its approved purchase order information to I-Procure, I-Procure shall invoice the Customer on the first day of the first Year and at least 30 days prior to the first day of any subsequent Renewal Period, for the

Charges payable in respect of the Initial Period or Renewal Period, as applicable, and the Customer shall pay each invoice immediately on receipt.

4.3 If I-Procure has not received payment within 30 days after the due date, and without prejudice to any other rights and remedies of I-Procure, I-Procure may, without liability to the Customer or any Subscriber, disable the unique subscriber codes provided to the Customer and access to all or part of the Services until such time as the payment(s) concerned is paid.

4.4 All Charges stated or referred to in this agreement:

4.4.1 shall be payable in the currency specified in the Schedule;

4.4.2 are non-cancellable and non-refundable (even if the number of Subscribers decreases during the applicable Initial Period or Renewal Period).

4.5 I-Procure shall be entitled to increase the Charges at the start of each Renewal Period upon 60 days' prior notice to the Customer and, unless the Customer serves a notice terminating this Agreement in accordance with clause 3, the Schedule shall be deemed to have been amended accordingly.

4.6 I-Procure shall not be liable for any taxes which may be incurred by the Customer in connection with the subscription to the Services on behalf of Subscribers and the Customer shall be liable for any and all such taxes.

5 ADDITIONAL SUBSCRIBERS

5.1 The Customer may increase its order of Subscriptions at any time on the terms of this clause.

5.2 Any additional Subscriptions ordered will expire on the same date as this Agreement and will be purchased on the basis of the Charges, subject to clause 5.3 below.

5.3 Additional Subscriptions ordered in any Quarter will be billed pro rata to the number of Quarters remaining in the Initial Period or Renewal Period, as applicable, including the Quarter in which the order is placed, in each case payable on the date on which the order is placed.

6 TERMINATION

6.1 Either party may terminate this Agreement with immediate effect by giving notice to the other (the "**Defaulting Party**") if:

6.1.1 the Defaulting Party is in breach of any of its obligations under this Agreement and, if the breach is capable of remedy, it has continued unremedied for a period of 30 days after the other party has given notice

to the Defaulting Party specifying the breach and the steps required to remedy it; or

6.1.2 the Defaulting Party shall have a receiver or an administrative receiver appointed over it or over any part of its undertaking or assets or shall pass a resolution for winding up (otherwise than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or a court of competent jurisdiction shall make an order to that effect, or if the Defaulting Party shall become subject to an administrative order or become bankrupt or shall enter into any voluntary agreement with its creditors or shall cease or threaten to cease to carry on business.

6.2 The termination of this Agreement (however caused) shall:

6.2.1 be without prejudice to any other rights or remedies which either I-Procure or the Customer may be entitled to under this Agreement or at law;

6.2.2 not affect any accrued rights or liabilities which either I-Procure or the Customer may then have; and

6.2.3 not affect the coming into or continuance in force of any provision of this Agreement which is expressly or by implication intended to come into or continue in force after such termination.

6.3 On termination of this Agreement I-Procure may disable the unique subscriber codes provided to the Customer and access to all or part of the Services by the Subscribers.

6.4 Any fees paid by the Customer prior to termination of this Agreement shall not become repayable as a result of such termination.

7 DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

7.1 The Customer acknowledges that the Platform and its contents are provided on an “as-is” and “as available” basis. I-Procure makes no representations or warranties of any kind, express or implied, with respect to the Platform or its contents, including but not limited to the accuracy, suitability, reliability, completeness, performance, freedom from malicious programs (such as viruses, worms or trojan horses) or timeliness of content of Services or, to the extent permitted by law, implied warranties of merchantability or fitness for a particular purpose.

7.2 To the fullest extent permitted by law, I-Procure expressly excludes all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.

7.3 I-Procure 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, costs, damages, charges or expenses however arising under this Agreement

7.4 I-Procure's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited to the total Charges paid for the Subscriptions during the 12 months immediately preceding the date on which the claim arose.

7.5 The only representations being relied upon in entering into this Agreement are set forth in this Agreement with I-Procure. The Customer shall hold any selling agent or introducing agent harmless from any and all liability related to the Customer's use of the Services through the Website or any liability arising due to this Agreement.

7.6 Nothing in this clause 7 shall exclude or limit Magic Number's liability for death or personal injury caused by negligence, or for fraud or fraudulent misrepresentation.

8 CONFIDENTIALITY

8.1 I-Procure shall not be required to provide the Customer with any data supplied to it by Subscribers.

8.2 If the parties exchange Confidential Information in performing their respective obligations under this Agreement, such Confidential Information shall be used solely for purposes consistent with this Agreement.

8.3 Except as may be otherwise agreed in writing, such Confidential Information shall be maintained as confidential by the receiving party and by members of any group company of the receiving party. The receiving party may disclose Confidential Information on a need-to-know basis to such party's employees who agree to maintain the confidentiality of the disclosing party's Confidential Information with the same degree of care as applies to the receiving party's own Confidential Information.

8.4 For the purpose of this clause 8, "Confidential Information" means any information acquired concerning the other party or a group company of the other party or its affairs including any data supplied by Subscribers to I-Procure, save that nothing in this clause 8 shall prevent the disclosure of any information received from the other party to this Agreement if such information:

8.4.1 was in the possession of, or was known to, that party prior to its receipt from the other party; or

8.4.2 is independently developed by such party without the utilisation of Confidential Information; or

- 8.4.3 is in, or comes into, the public domain otherwise than as a result of its wrongful disclosure by such party; or
- 8.4.4 is, or becomes, available to such party from a source other than the other party or any of its advisers, representatives, directors, officers, employees or agents; or
- 8.4.5 is required to be disclosed by law or by an order of a court or tribunal of competent jurisdiction, the rules or regulations of any governmental official or regulatory body (provided that the other party is given prior written notice of such intended disclosure to the extent permissible by law).
- 8.5 The terms and conditions of this clause shall survive the termination for any reason whatsoever of this Agreement.
- 8.6 On termination of this Agreement, each party shall, with the exception of Confidential Information comprising data supplied by Subscribers to I-Procure:
- 8.6.1 return to the other party all documents and materials (and any copies) containing, reflecting, incorporating or based on the other party's Confidential Information;
- 8.6.2 erase all the other party's Confidential Information from computer and communications systems and devices used by it, including such systems and data storage services provided by third parties (to the extent technically practicable); and
- 8.6.3 certify in writing to the other party that it has complied with the requirements of this clause, provided that a recipient party may retain documents and materials containing, reflecting, incorporating or based on the other party's Confidential Information to the extent required by law or any applicable governmental or regulatory authority.

9 MISCELLANEOUS

- 9.1 The Company shall not be liable for any delay or failure to perform any of its obligations under this Agreement if such delay or failure is due to any cause beyond its reasonable control.
- 9.2 Any notice required or permitted to be given by either party to the other under this Agreement shall be in writing addressed to the other party at the address given for that party in this Agreement. Any notice given under this Agreement which is sent by post in accordance with this clause which is not returned to the sender as undelivered shall be deemed to have been received two days after posting (if the address of the other party is in the United Kingdom) or four days after posting (if the address of the other party is outside the United Kingdom).

- 9.3 This Agreement constitutes the entire agreement between the Customer and the Company. No addition to or modification of this Agreement shall be effective unless it is in writing and signed by a duly authorised representative of both the Customer and the Company.
- 9.4 Nothing in this Agreement shall create, or be deemed to create, a partnership or joint venture between the Customer and the Company or the relationship of principal and agent between the Customer and the Company.
- 9.5 No delay or failure on the part of either party to exercise or to enforce any right given to it by this Agreement or at law, or any custom or practice of the Customer and/or the Company at variance with the terms of this Agreement shall constitute a waiver of either the Customer or the Company's respective rights under this Agreement or operate so as to prevent the exercise or enforcement of any such right at any time.
- 9.6 This Agreement may be freely assigned by the Company. The Customer shall not assign his rights under this Agreement other than to a subsidiary, parent or sister company of the Customer without the prior written consent of the Company.
- 9.7 If any provision of this Agreement is held to be invalid or unenforceable, in whole or in part, that provision or part shall to that extent be deemed not to form part of this Agreement. However, the validity and enforceability of the remainder of this Agreement shall not be affected.
- 9.8 The Contracts (Rights of Third Parties) Act 1999 does not apply to this Agreement.
- 9.9 This Agreement shall be governed by and construed in accordance with English law and the Customer and the Company submit to the exclusive jurisdiction of the English courts.