



Ripple Intranet Limited

and

Customer

Software as a Service (SaaS) Agreement

THIS AGREEMENT is made on **Insert Date**

PARTIES

- (1) Ripple Intranet Limited, a company incorporated in England and Wales under number 11099307 whose registered office is at 1010 Cambourne Business Park, Cambourne, Cambridge, CB23 6DP, United Kingdom (**Supplier**); and
- (2) **Customer**, a company incorporated in England and Wales under number **000000** whose registered office is at **address** (**Customer**) (each of the Supplier and the Customer being a **party** and together the Supplier and the Customer are the **parties**).

BACKGROUND

- A The Supplier has developed and provides a service consisting of Internet access to its software, hosted by Microsoft in each Customer's Office 365 tenant for the purpose of providing access to Ripple's SaaS service(s), namely an intranet, SharePoint Online site provisioning tool and Office 365 analytics that it wishes to make available to the Customer.
- B The Customer has selected the Supplier to supply its intranet, SharePoint Online site provisioning tool and Office 365 analytics solution in order to support its business operation on the agreed terms.

THE PARTIES AGREE:

1 Definitions and interpretation

1.1 In this Agreement:

Applicable Law	means any and all applicable laws, statutes, orders, rules, treaties, decree, regulations, directives, edicts, bye-laws, schemes, warrants, other instruments made under or to be made under any statute, any exercises of the royal prerogative and codes of conduct and regulatory rules or guidelines, whether local, national, international or otherwise existing from time to time, together with any other similar instrument having legal effect in the relevant circumstances;
Application(s)	means the Software or applications listed in the Schedule;
Business Day	means a day other than a Saturday, Sunday or bank or public holiday in England;
Commencement Date	means the date of this Agreement;
Confidential Information	means any and all confidential information, (whether in oral, written or electronic, machine readable, graphic or other tangible form, disclosed directly or indirectly) including technical or other information imparted in confidence or disclosed by one party to the other or otherwise obtained by one party relating to the other's business, finance or technology, know-how, Intellectual Property Rights, Documentation, assets, strategy, products and customers, including information relating to management, financial, marketing, technical and other arrangements or operations of any person, firm or organisation associated with that party, and which also includes any trade secrets within the meaning of Article 2 (1) of the Directive (EU) 2016/943 of the European Parliament and of the Council of 8 th June 2016 on the protection of undisclosed know-how and business information (trade secrets) against their unlawful acquisition, use and disclosure as amended or as implemented nationally into the Applicable Law, whether such items are specifically marked or deemed confidential or reasonable appear to be confidential or proprietary because of the circumstances of the disclosure and/or the nature of the information itself (including items disclosed to third parties bound by an obligation of confidentiality, whether contractual or otherwise);
Customer Data	means all information, data and materials provided by the Customer to the Supplier when using the Service or in connection with the Agreement, including but not limited to, customer applications, customer data, data files and graphics;

Customer Support Services	means the support services provided by the Supplier to the Customer and described in the Schedule;
Documentation	means the documents (in whatever media) provided to the Customer to facilitate use of the Service by Users, which may include but are not limited to user guides, online help, release notes and other documentation released by the Supplier to the Customer regarding the use or operation of the Service;
eIDAS Regulation	means the Regulation (EU) No 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC and any related or implementing national laws or measures under the Applicable Law;
Force Majeure	means an event or sequence of events beyond a party's reasonable control (which could not reasonably have been anticipated and avoided by a party) preventing or delaying it from performing its obligations hereunder, including war, revolution, terrorism, riot or civil commotion, or reasonable precautions against any such; strikes, lock outs or other industrial action, whether of the affected party's own employees or others; blockage or embargo; acts of or restrictions imposed by government or public authority; explosion, fire, corrosion, flood, natural disaster, or adverse weather conditions. Force Majeure does not include inability to pay, mechanical difficulties, shortage or increase of price of raw materials, over-commitment or market or other circumstances which may make the terms of this Agreement unattractive to a party. The Parties expressly agree that issues impacting the Service or the availability of the Service arising from the Supplier's third party providers which are outside of Supplier's control shall be considered as a case of Force Majeure;
Infringing Data	means information or data that (i) infringes Applicable Law; or (ii) potentially or actually infringes or misappropriates any third party Intellectual Property Rights; or (iii) includes any material which is obscene, malicious, indecent, pornographic, seditious, offensive, defamatory, harassing, threatening, liable to incite racial hatred, menacing or blasphemous;
Intellectual Property Rights	means copyright, patents, rights in inventions, rights in confidential information, know-how, trade secrets, trade marks, service marks, trade names, design rights, rights in get-up, database rights, rights in data, semi-conductor chip topography rights, mask works, utility models, domain names, rights in computer software and all similar rights of whatever nature, Software and, in each case: (i) whether registered or not, (ii) including any applications to protect or register such rights, (iii) including all renewals and extensions of such rights or applications, (iv) whether vested, contingent or future and (v) wherever existing, included as contained in the Documentation, the Service or the Application;
Other Services	means all technical and non-technical services performed or delivered by the Supplier to the Customer, including, without limitation, implementation services and other professional services, training and education services but excluding the Services or Application or other Customer Support Services provided by the Supplier to the Customer pursuant to the Agreement and described in the Schedule;
Personal Data	means personal data and special categories of data within the meaning of the Data Protection Act 2018 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.
Schedule	means a separate document giving a detailed showing of the matters referred to in the Agreement
Service(s)	means the provision of the Applications to the Customer for the benefit of Users;
Service Hours	means 24 hours a day, seven days a week;
Software	means the object code, source code or intermediate code version of any software or Application to which the Customer is provided access to as part of the Service, included any updates or new versions;

Subscription Fee	means the fee referred to in clause 6Error! Reference source not found. and set out in the ScheduleError! Reference source not found. (Service).
Users	means the users that are employed by the Customer and who are authorised to use the Service as specified in the Schedule (Service); and
Year	means each successive period of 12 months beginning on the Commencement Date.

1.2 Interpretation

In this Agreement:

- 1.2.1 a reference to this Agreement includes its schedules, appendices and annexes (if any);
- 1.2.2 a reference to a 'party' includes that party's personal representatives, successors and permitted assigns;
- 1.2.3 a reference to a 'person' includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns;
- 1.2.4 a reference to a gender includes all other genders;
- 1.2.5 words in the singular include the plural and vice versa;
- 1.2.6 any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;
- 1.2.7 the table of contents, background section and any clause, schedule or other headings in this Agreement are included for convenience only and shall have no effect on the interpretation of this Agreement; and
- 1.2.8 a reference to legislation is a reference to that legislation as amended, extended, re-enacted or consolidated from time to time, except to the extent that any such amendment, extension or re-enactment would increase or alter the liability of a party under this Agreement.

2 Service and availability

- 2.1 The Supplier shall make the Service and the Documentation available to Customer during the Service Hours excluding:
 - 2.1.1 scheduled maintenance which the Supplier shall use reasonable endeavours to undertake from 2am to 6am (UK time);
 - 2.1.2 emergency maintenance; or
 - 2.1.3 downtime caused in whole or part by Force Majeure.
- 2.2 The Supplier will use reasonable endeavours to notify the Customer in advance of scheduled maintenance but the Customer acknowledges that it may receive no advance notification for emergency maintenance or downtime caused by Force Majeure and notably due to issues arising from services provided by its third party suppliers, which are outside of its control.
- 2.3 The Customer Support Services will be available to the Customer through the helpdesk during the hours specified in the Schedule.
- 2.4 The Customer acknowledges that the Supplier shall be entitled to modify the features and functionality of the Service as part of its ongoing development of the Applications. The Supplier shall use reasonable endeavours to ensure that any such modification does not adversely affect the Customer's use of the Service.

3 Supplier warranties

- 3.1 The Supplier warrants to the Customer that:
 - 3.1.1 the Supplier has the right, power and authority to enter into this Agreement and grant to the Customer the rights contemplated in this Agreement and to supply the Service; and
 - 3.1.2 the Service will be supplied:

- (a) with reasonable care and skill in a professional manner consistent with general industry standards; and
 - (b) subject to clause 2.4, in accordance in all material respects with the description of the Service provided in the Documentation;
- 3.2 Neither the Supplier nor any of its licensors or other suppliers warrant, represent or guarantee that the operation of the Service will be free from errors and interruptions or viruses nor that the Supplier will correct all Service errors.
- 3.3 The warranties in this clause are subject to the Customer giving notice to the Supplier as soon as it is reasonably able upon becoming aware of the breach of warranty. When notifying the Supplier of a breach the Customer shall use its reasonable endeavours to provide the Supplier with such documented information, details and assistance as the Supplier may reasonably request.
- 3.4 The Supplier will not be liable under this clause or be required to remedy any problem arising from or caused by the Customer's use of the Service in a manner other than as directed by the Supplier.
- 3.5 The Customer acknowledges and agrees that:
 - 3.5.1 the Supplier is not and cannot be aware of the extent of any potential loss resulting from any failure by the Supplier to discharge its obligations under this Agreement;
 - 3.5.2 the Service has not been designed to meet the Customer's individual requirements and cannot be tested in every operating environment;
 - 3.5.3 the Supplier does not control and shall not be responsible for the transfer of data over communications facilities, including the Internet and that the Service may be subject to limitations, delays or other problems inherent in the use of such communications facilities, including outages;
 - 3.5.4 the Supplier or any of its service providers shall not be liable for all or any unauthorised alteration, theft or destruction of the Customer or any Users' data, files or programs;
 - 3.5.5 it is the Customer's responsibility to ensure the facilities and functions of the Service meet the Customer's requirements and will not cause any error or interruption in the Customer's own software or systems. To this extent, the Supplier shall not be liable for any loss incurred by the Customer due to any downtime, outage, shortage or technical failings that are outside of the Supplier's control or that cannot be rectified by the Supplier's reasonable efforts; and
 - 3.5.6 third party technology is necessary for use with or in connection to the Service and/or the Application, and that such use shall be specified in the Documentation. In this case, the Customer acknowledges and agrees that its right to use such third-party technology shall be governed by the terms of the third-party technology licence agreement as may be specified by the Supplier, and shall not be governed by the terms of the Agreement.

4 Use of the Service

- 4.1 The Supplier grants the Customer a non-transferable, non-exclusive, non-assignable, royalty free right for the term of the Agreement: (i) to allow Users access to the Service solely for the Customer's internal business operations and in accordance with the terms of the Agreement; and (ii) up to the agreed number of Users per annum as specified in the Schedule.
- 4.2 For the avoidance of doubt, the Customer acknowledges and accepts that the Agreement is a services agreement and the Supplier shall not deliver or provide copies of the Software or Application to the Customer as part of the Service.
- 4.3 Prior to providing Users with access to the Service, the Customer shall:
 - 4.3.1 supply the Supplier with a list of Users authorised to receive access to the Service; and
 - 4.3.2 ensure that all Users are aware of the terms of this Agreement, including their obligation to comply with any other user terms applicable to the Service and notified to the Customer. The Customer shall only provide Users with access to the Service via the access method provided by the Supplier and shall not provide access to anyone other than a User.
- 4.4 The Customer shall comply, and shall procure that Users comply, with the following conditions of use:
 - 4.4.1 the Service may only be used in connection with the Customer's own business purposes; and
 - 4.4.2 the Service may only be used with the following compatible Internet browsers: the latest versions of Chrome, Safari, Firefox, Edge and Internet Explorer 11 and subsequent versions.

- 4.5 Except to the extent such activities are expressly agreed by the parties, the Customer's rights to benefit from the Service does not permit it, or the Users, to:
- 4.5.1 copy, cut and paste, email, reproduce, publish, distribute, redistribute, broadcast, transmit, modify, adapt, edit, abstract, create derivative works of, store, archive, publicly display, sell or in any way commercially exploit any part of the Service or Application;
 - 4.5.2 use the Service to provide outsourced services to third parties or make it available to any third party or allow or permit a third party to do so;
 - 4.5.3 combine, merge or otherwise permit the Service (or any part of it) to become incorporated in any other program, nor arrange or create derivative works based on it;
 - 4.5.4 attempt to decompile (as defined in section 50B of the Copyright, Designs and Patents Act 1988) the underlying Software (or any part of it) that is used to provide the Service, except and only to the extent that such restriction is prohibited pursuant to section 50B of the Copyright, Designs and Patents Act 1988; and
 - 4.5.5 to observe, study or test the functioning of the underlying Software (or any part of it) that is used to provide the Service, except and only to the extent that such restriction is prohibited pursuant to section 50B of the Copyright, Designs and Patents Act 1988.
- 4.6 The Customer shall not be permitted to frame or mirror any part of the Service other than as permitted by the Documentation or with the Supplier's express written consent.
- 4.7 The Supplier reserves the right to monitor usage by all Users (by way of audits or otherwise) during the term of this Agreement for the purpose of (among others) ensuring compliance with the terms of this Agreement. Any audit may be carried out by the Supplier or a third party authorised by the Supplier. If any audit reveals that any password has been provided to an individual that is not a User, the Customer shall, without delay, disable any such passwords and notify the Supplier immediately. Further, the Customer shall procure that the Users undertake any and all training and qualification requirements reasonable required by the Supplier in respect of use of the Service and Application.

5 Suspension of access

- 5.1 The Supplier may suspend the Service to all or some of the Users if:
- 5.1.1 the Supplier suspects that there has been any misuse of the Service or breach of this Agreement or the Documentation; or
 - 5.1.2 the Customer fails to pay any sums due to the Supplier by the due date for payment.
- 5.2 The Supplier will notify the Customer or the affected Users as soon as possible after suspending the Service.
- 5.3 Where the reason for the suspension is suspected misuse of the Service or breach of this Agreement, without prejudice to its rights under clause 12.1, the Supplier will take steps to investigate the issue and may restore or permanently suspend the Service at its discretion. If the Supplier considers it appropriate to permanently suspend access to all Users, it will notify the Customer in writing and this Agreement will terminate immediately on service of such notice.
- 5.4 In relation to suspensions under clause 5.1.2, access to the Service will be restored promptly after the Supplier receives payment in full and cleared funds.
- 5.5 Subscription Fees shall remain payable during any period of suspension notwithstanding that the Customer or some of the Users may not have access to the Service.
- 5.6 The Customer acknowledges and accepts that the Supplier shall not be liable to the Customer or to any third party for any liabilities, claims or expenses arising from or relating to the suspension of the Services resulting from the Customer's non-payment.

6 Subscription Fee

- 6.1 The Customer shall pay the Supplier the specified Subscription Fee for use of the Service.
- 6.2 Unless otherwise stated in the Schedule, the Supplier shall be entitled to increase the Subscription Fee at any time provided that the Supplier shall not be entitled to increase the Subscription Fee more than once during the initial term of the Agreement, and then on the anniversary date of any extension or renewal of the Agreement.
- 6.3 The Customer shall reimburse the Supplier for its reasonable, out-of-pocket travel and related expenses incurred in performing the Other Services. The Supplier shall notify the Customer before any such expenses are incurred.

7 Invoicing

- 7.1 The Supplier shall invoice the Customer for all sums due under this Agreement pursuant to the billing frequency set out in the Schedule.
- 7.2 All prices are exclusive of value added tax (if any) or any other locally applicable equivalent sales taxes (**VAT**), which is payable by the Customer at the rate and in the manner from time to time prescribed by law.
- 7.3 All prices are stated in British Pounds Sterling and must be paid by the Customer to the Supplier in British Pounds Sterling.
- 7.4 The Customer shall pay such sums in full within 30 calendar days from the date of invoice. Unless otherwise stated all sums paid are non-refundable.
- 7.5 Amounts payable to the Supplier under this Agreement shall be paid into the Supplier's bank account by automated bank transfer unless otherwise notified by the Supplier to the Customer in writing in accordance with this Agreement.
- 7.6 If sums due under this Agreement are not paid in full by the due date:
 - 7.6.1 the Supplier may, without limiting its other rights, charge interest on such sums at 8% a year above the base rate of the Bank of England from time to time in force, and
 - 7.6.2 interest shall accrue on a daily basis, and apply from the due date for payment until actual payment in full, whether before or after judgment.
 - 7.6.3 The Supplier may also seek payment of fixed recovery costs in accordance with the Late Payments of Commercial Debts (Interest) Act 1998, as amended, without prejudice to its right to recover additional costs, including but not limited to legal fees and court costs.

8 Supplier Intellectual Property Rights

- 8.1 All Intellectual Property Rights in and to the Applications, Documentation or any part of the Service belong to and shall remain vested in the Supplier. This shall include but not be limited to any deliverables, modifications, improvements, upgrades, derivative works and feedback related thereto as well as the use and incorporation into the Service any suggestions, enhancement requests, recommendation or other feedback provided by the Customer or Users relating to the operation of the Service.
- 8.2 To the extent that the Customer acquires any Intellectual Property Rights in the Applications, Documentation or any part of the Service, the Customer shall assign or procure the assignment of such Intellectual Property Rights with full title guarantee (including by way of present assignment of future Intellectual Property Rights) to the Supplier. The Customer shall execute all such documents and do such things as the Supplier may consider necessary to give effect to this clause.
- 8.3 The Supplier shall indemnify the Customer from and against all losses which are suffered by the Customer in the event that its use of the Service infringes the Intellectual Property Rights of any third party (**Supplier IPR Claim**) provided that the Supplier shall have no such liability if the Customer:
 - 8.3.1 has caused or contributed in any material way to the Supplier IPR Claim by not using the Service in accordance with this Agreement or the Documentation;
 - 8.3.2 does not notify the Supplier in writing setting out full details of any Supplier IPR Claim of which it has notice as soon as is reasonably possible, and in any event not later than 30 calendar days after the Customer receives notice of the Supplier IPR Claim (or sooner if required by the applicable substantive or procedural law, for example, for the purposes of filing an acknowledgment of service and/or a defence);
 - 8.3.3 makes any admission of liability or agrees any settlement or compromise of the relevant Supplier IPR Claim without the prior written consent of the Supplier;
 - 8.3.4 does not let the Supplier at its request and own expense have the conduct of or settle all negotiations and litigation arising from the relevant Supplier IPR Claim; or
 - 8.3.5 does not, at the Supplier's request and own expense, give the Supplier all reasonable assistance in the circumstances described above.
- 8.4 If any Supplier IPR Claim is made or is reasonably likely to be made against the Customer, the Supplier shall promptly and at its own expense either:
 - 8.4.1 procure for the Customer the right to continue using the Service; or

- 8.4.2 modify or replace the infringing part of the Service, and without adversely affecting the functionality of the Service as set out in this Agreement so as to avoid the infringement or alleged infringement, provided that if the Supplier having used its reasonable endeavours, neither of the above can be accomplished on reasonable terms, the Supplier shall (without prejudice to the indemnity above) refund the Subscription Fee paid by the Customer in respect of the Service. Together with the indemnity given above, this shall be the Customer's sole and exclusive remedy in respect of the Service infringing Intellectual Property Rights.

9 Customer Data

- 9.1 The Customer is solely responsible for collecting, inputting and updating all Customer Data.
- 9.2 The Customer shall not use Infringing Data on the Service.
- 9.3 The Customer grants a royalty-free, non-transferable, non-exclusive licence for the term of this Agreement to the Supplier to use the Customer Data to the extent necessary to perform the Service.
- 9.4 The Customer acknowledges that the Supplier has no control over any Customer Data hosted as part of the provision of the Service and does not actively monitor the content of the Customer Data.
- 9.5 The Supplier shall notify the Customer immediately if it becomes aware of any allegation that any Customer Data may be Infringing Data and the Supplier shall have the right to remove Customer Data from the Service without the need to consult the Customer.
- 9.6 The Customer shall indemnify the Supplier from and against all loss caused to the Supplier as a result of the Customer's use of Infringing Data on the Service.

10 Information security

- 10.1 The Supplier shall be responsible for taking reasonable measures to safeguard the security of the Customer Data in its possession, including maintaining appropriate firewalls, encryption and anti-virus protection.
- 10.2 The Supplier shall notify the Customer as soon as possible upon discovery of any data security incident impacting the Customer Data.
- 10.3 The Customer shall be solely responsible for the acts and/or omissions of its Users and the Supplier shall not be liable for any unauthorised use or loss of data or functionality caused directly or indirectly by the Users.
- 10.4 The Supplier shall not be responsible for any loss or damage to Customer Data to the extent that such loss or damage was caused by the Customer, User or a third party (other than a subcontractor or representative of the Supplier).

11 Data protection

- 11.1 Each party agrees that, in the performance of its respective obligations under this Agreement, it shall comply with the provisions of the Data Protection Act 2018, to the extent it applies to each of them.
- 11.2 For the purpose of this clause '**data controller**', '**data processor**', '**data subject**', '**Supervisory Authority**' and '**processing**' shall have the meanings given to them in the Data Protection Act 2018.
- 11.3 The parties agree that the Customer is the data controller in respect of any Personal Data that the Supplier processes in the course of providing services for the Customer (other than business contact data processed by the Supplier to allow it to manage the Customer's account), and which may require the Supplier to process Customer Personal Data or the Personal Data of Users or other Customer employees in order to carry out its obligations under the Agreement.
- 11.4 The Customer undertakes to ensure that it has a lawful basis for processing Personal Data in accordance with the provisions of the Data Protection Act 2018 before including Personal Data in Customer Data and using the Service, and shall be solely responsible for determining the purposes and means of processing Customer Personal Data and providing instructions to the Supplier.
- 11.5 Accordingly, the Supplier agrees that it shall:
- 11.5.1 Act as the data processor in accordance with the Data Protection Act 2018 and shall be responsible only in its capacity as data processor within the limits of the applicable data protection legislation.
- 11.5.2 only carry out processing of the Customer's Personal Data in strict accordance with the Customer's instructions from time to time, such instructions at the date of this Agreement are to process the Personal Data only to the extent that is reasonably necessary for, and for the sole purpose of, being able

to provide the Services to the Users in accordance with the Documentation and to enable the Service to respond to automated requests by Users as part of their normal use of the Service. As such, The Supplier shall not be responsible for breach of any applicable data protection laws or regulations when processing Personal Data in accordance with the Customer's instructions;

- 11.5.3 implement appropriate technical and organisational measures to protect Personal Data against unauthorised or unlawful processing and accidental destruction or loss, so as to allow the Customer to comply with its obligations under the Data Protection Act 2018;
 - 11.5.4 make available to the Customer a list of any subcontractors engaged in the processing of the Customer's Personal Data and include in any contract with any subcontractors who shall process Personal Data directly or indirectly on the Customer's behalf, provisions which are equivalent to those in this clause 12.5; and
 - 11.5.5 as soon as reasonably practicable refer to the Customer any requests, notices or other communication from data subjects, the Supervisory Authority or any other law enforcement authority, for the Customer to resolve.
- 11.6 Accordingly, the Customer acknowledges and agrees:
- 11.6.1 to inform the Supplier about any special categories of data contained within the Customer Data or Personal Data, as well as of any restrictions or special requirements in the processing of any such categories of data or Personal Data, including any cross-border transfer restrictions and to ensure that the Supplier meets such restrictions or special requirements, as communicated from time to time; and
 - 11.6.2 that, notwithstanding any special requirements referred to in clause 12.6.1, the Supplier may be required to transfer data Personal Data which it processes on the Customer's behalf to countries outside the European Economic Area. The Supplier shall ensure that any such transfer will be undertaken in accordance with the Data Protection Act 2018 and any applicable rules, laws or regulation.
- 11.7 The Customer consents to the Supplier's use of subcontractors in accordance with clause 12.5.4. On request, the Supplier shall notify the Customer in the event of any changes in its list of subcontractors and, in the event that the Customer does not agree to a proposed change, either party shall be entitled to terminate this Agreement immediately on the service of notice in writing.

12 Fair Processing

- 12.1 During the performance of the Agreement, the Supplier agrees to comply with the Supplier's Fair Processing Policy which is available at, <https://www.rippleintranet.com/fair-processing-notice/>, and herein incorporated by reference.
- 12.2 The Customer acknowledges and accepts that the Fair Processing Policy referred to in clause 13.1 is subject to change at the Supplier's sole discretion, however such changes shall not result in a material impact on the Service and shall not reduce the level of protection provided for Customer Data or Personal Data during the period of the Agreement, and for which the Service has been paid in full.

13 Confidentiality

- 13.1 During the term of the Agreement and for 5 years thereafter (perpetually in the case of software), each party shall treat as confidential all Confidential Information of the other party, shall not use such Confidential Information except to exercise its rights and perform its obligations under the Agreement, and shall not disclose such Confidential Information to any third party, save as in accordance with the specified exceptions contained herein.
- 13.2 Without limiting the foregoing, each party shall use at least the same degree of care, but not less than a reasonable degree of care, it uses to prevent the disclosure of its own Confidential Information to prevent the disclosure of Confidential Information of the other party.
- 13.3 Each party shall promptly notify the other party of any actual or suspected misuse or unauthorised disclosure of the other party's Confidential Information. Neither party shall reverse engineer, disassemble or decompile any prototypes, Software or other tangible objects which embody the other party's Confidential Information and which are provided to the party hereunder. Each party may disclose Confidential Information of the other party on a need-to-know basis to Users, its contractors or employees who are subject to confidentiality agreements requiring them to maintain such information in confidence and use it only to facilitate the performance of their services on behalf of the receiving party.
- 13.4 Confidential Information excludes information that:

- 13.4.1 is known publicly at the time of the disclosure or becomes known publicly after disclosure through no fault of the receiving party;
- 13.4.2 is known to the receiving party, without restriction, at the time of disclosure or becomes known to the receiving party, without restriction, from a source other than the disclosing party not bound by confidentiality obligations to the disclosing party; or
- 13.4.3 is independently developed by the receiving party without use of the Confidential Information as demonstrated by the written records of the receiving party.
- 13.5 The receiving party may disclose Confidential Information of the other party to the extent such disclosure is required by law or order of a court or other governmental authority, provided that the receiving party shall use reasonable efforts to promptly notify the other party prior to such disclosure to enable the disclosing party to seek a protective order or otherwise prevent or restrict such disclosure.
- 13.6 Each party may disclose the existence of the Agreement and the relationship of the parties, but agrees that the specific terms of the Agreement will be treated as Confidential Information; provided, however, that each party may disclose the terms of the Agreement to those with a need to know and under a duty of confidentiality such as accountants, lawyers, bankers and investors.
- 13.7 The Customer shall indemnify the Supplier from and against any losses, damages, liability, costs (including legal fees) and expenses which the Supplier may incur or suffer as a result of or arising from any breach by the Customer of its obligations under this clause 9.14.

14 Limitation of liability

- 14.1 The extent of the parties' liability under or in connection with the Agreement (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause 15.
- 14.2 Subject to clause 15.7, the Supplier's total liability shall not exceed:
 - 14.2.1 an amount equal to the Subscription Fees paid to the Supplier by the Customer in the 12-month period immediately preceding the first incident giving rise to the loss, or
 - 14.2.2 for incidents occurring in the first 12 months of this Agreement, an amount equal to the paid and projected Subscription Fees for that period.
- 14.3 Subject to clause 15.7, the Supplier shall not be liable for consequential, indirect or special losses.
- 14.4 Subject to clause 15.14.67, the Supplier shall not be liable for any of the following (whether direct or indirect): loss of profit; loss of data; loss of use; loss of production; loss of contract; loss of opportunity; loss of savings, discount or rebate (whether actual or anticipated); harm to reputation or loss of goodwill.
- 14.5 Except as expressly stated in this Agreement, and subject to clause 15.7 all warranties and conditions whether express or implied by statute, common law or otherwise are excluded to the extent permitted by law.
- 14.6 Notwithstanding any other provision of this Agreement, the liability of the parties shall not be limited in any way in respect of the following:
 - 14.6.1 death or personal injury caused by negligence;
 - 14.6.2 fraud or fraudulent misrepresentation;
 - 14.6.3 any other losses which cannot be excluded or limited by applicable law.

15 Term and termination

- 15.1 This Agreement will begin on the Commencement Date and, unless terminated earlier in accordance with the provisions of this Agreement, shall continue for a 12-month period and shall renew for successive 12-month periods unless either party delivers written notice of non-renewal to the other party at least 30 calendar days prior to the expiration of the then-current period.
- 15.2 The Supplier may terminate this Agreement at any time by giving notice in writing to the Customer if:
 - 15.2.1 the Customer or any User commits a material breach of this Agreement and such breach is not remediable;
 - 15.2.2 the Customer or any User commits a material breach of this Agreement which is not remedied within 30 calendar days of receiving written notice of such breach;

- 15.2.3 the Customer has failed to pay any amount due under this Agreement on the due date and such amount remains unpaid within 15 calendar days after the Customer has received notification that the payment is overdue; or
- 15.3 Either party may terminate this Agreement at any time by giving notice in writing to the other party if that other party:
 - 15.3.1 stops carrying on all or a significant part of its business, or indicates in any way that it intends to do so;
 - 15.3.2 is unable to pay its debts either within the meaning of section 123 of the Insolvency Act 1986 or if the non-defaulting party reasonably believes that to be the case;
 - 15.3.3 becomes the subject of a company voluntary arrangement under the Insolvency Act 1986;
 - 15.3.4 has a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income;
 - 15.3.5 has a resolution passed for its winding up;
 - 15.3.6 has a petition presented to any court for its winding up or an application is made for an administration order, or any winding-up or administration order is made against it;
 - 15.3.7 is subject to any procedure for the taking control of its goods that is not withdrawn or discharged within 7 calendar days of that procedure being commenced;
 - 15.3.8 has a freezing order made against it;
 - 15.3.9 is subject to any recovery or attempted recovery of items supplied to it by a supplier retaining title to those items;
 - 15.3.10 is subject to any events or circumstances analogous to those in clauses 16.3.1 to 16.3.9 in any jurisdiction;
 - 15.3.11 takes any steps in anticipation of, or has no realistic prospect of avoiding, any of the events or procedures described in clauses 16.3.1 to 16.3.10 including for the avoidance of doubt, but not limited to, giving notice for the convening of any meeting of creditors, issuing an application at court or filing any notice at court, receiving any demand for repayment of lending facilities, or passing any board resolution authorising any steps to be taken to enter into an insolvency process.
- 15.4 The right of a party to terminate the Agreement pursuant to clause 16.3 shall not apply to the extent that the relevant procedure is entered into for the purpose of amalgamation, reconstruction or merger (where applicable) where the amalgamated, reconstructed or merged party agrees to adhere to this Agreement.
- 15.5 If a party becomes aware that any event has occurred, or circumstances exist, which may entitle the other party to terminate this Agreement under this clause 12.16, it shall immediately notify the other party in writing.
- 15.6 Termination or expiry of this Agreement shall not affect any accrued rights and liabilities of either party at any time up to the date of termination, nor any clauses of the Agreement which are expressly specified as remaining in force post-termination, or which shall remain in force by operation of law.

16 Exit and return of Customer Data

- 16.1 In the event of termination or expiration of this Agreement for any reason:
 - 16.1.1 the right to access the Service provided under this Agreement shall terminate immediately and all usage rights granted hereunder shall terminate;
 - 16.1.2 The Customer shall within 7 calendar days return or destroy (at the Supplier's option) all the Supplier's Service, Confidential Information or Documentation in its possession or under its control and all copies of such information; and
 - 16.1.3 all provisions of this Agreement shall cease to have effect, except that any provision which can reasonably be inferred as continuing or is expressly stated to continue shall continue in full force and effect.
- 16.2 On the termination or expiry of this Agreement, the Supplier shall, at the Customer's cost, return or destroy (at the Customer's option) all Customer Data.
- 16.3 Notwithstanding the provisions of clause 17.1.2 and Article 17.2, the parties may permit their respective legal teams to retain one archival copy of tangible Confidential Information or Customer Data in the event of a subsequent dispute between the parties.

17 Entire agreement

- 17.1 The parties agree that this Agreement and the Schedule constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.
- 17.2 Each party acknowledges that it has not entered into this or the Schedule in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in this Agreement or the Schedule except in the case of fraudulent misrepresentation. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in this Agreement.

18 Force majeure

Neither party shall have any liability under or be deemed to be in breach of this Agreement for any delays or failures in performance of this Agreement which result from any event beyond the reasonable control of that party. The party affected by such an event shall promptly notify the other party in writing when such an event causes a delay or failure in performance and when it ceases to do so. If such an event continues for a continuous period of more than 3 months, either party may terminate this Agreement by written notice to the other party.

19 No partnership or agency

The parties are independent businesses and are not partners, principal and agent or employer and employee and this Agreement does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. None of the parties shall have, nor shall represent that they have, any authority to make any commitments on the other party's behalf.

20 Non-Exclusivity

The Customer acknowledges that the Service is provided on a non-exclusive basis. Nothing shall be deemed to prevent or restrict the Supplier's ability to provide the Service or other technology or services, including any features or functionality provided to or first developed for the Customer, to third parties.

21 Publicity

The Supplier shall reserve the right to include the Customer's name and logo in its customer lists and on its website or on any other marketing media. Upon signature of the Agreement, the Customer authorises the Supplier to issue a high-level press release announcing the relationship and the manner in which the Customer shall use the Supplier's Service.

22 Notices

- 22.1 Notices under this Agreement shall be in writing and sent to a party's address as set out on the first page of this Agreement (or to the email address set out below). Notices may be given, and shall be deemed received:
- 22.1.1 by first-class post: 5 Business Days after posting;
 - 22.1.2 by airmail: 10 Business Days after posting;
 - 22.1.3 by hand or personally delivered by express courier: on delivery;
 - 22.1.4 by email to the Customer sent to the email address specified in the Schedule: on receipt of a delivery receipt;
 - 22.1.5 by email to the Supplier sent to contracts@rippleintranet.com: on receipt of a read receipt.
- 22.2 This clause does not apply to notices given in legal proceedings or arbitration.

23 Severability

- 23.1 Each clause of this Agreement is severable and distinct from the others. If any clause in this Agreement (or part thereof) is or becomes illegal, invalid or unenforceable under applicable law, but would be legal, valid and enforceable if the clause or some part of it was deleted or modified (or the duration of the relevant clause reduced):
- 23.1.1 the relevant clause (or part thereof) will apply with such deletion or modification as may be required to make it legal, valid and enforceable; and

23.1.2 without limiting the foregoing, in such circumstances the parties will promptly and in good faith seek to negotiate a replacement provision consistent with the original intent of this Agreement as soon as possible.

24 Waiver

No failure, delay or omission by either party in exercising any right, power or remedy provided by law or under this Agreement shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right or remedy. No single or partial exercise of any right, power or remedy provided by law or under this Agreement shall prevent any future exercise of it or the exercise of any other right, power or remedy.

25 Set off

Each party must pay all sums that it owes to the other party under this Agreement without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.

26 Assignment and Subcontracting

No party may assign, subcontract or encumber any right or obligation under this Agreement, in whole or in part, without the other's prior written consent, such consent not to be unreasonably withheld or delayed. However either party may assign the Agreement to an acquirer of all or substantially all of the business of such party to which the Agreement relates, whether by merger, asset sale or otherwise by providing a simple notice thereof to the other party. The Agreement shall be binding upon and inure to the benefit of the parties' successors and permitted assigns. Either party may utilise subcontractors for the performance of its duties hereunder, provided, however, that such party shall not be relieved of any obligation under the Agreement.

27 Third party rights

Except as expressly provided for in this Agreement, a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of this Agreement.

28 Export Regulations

The export laws and regulations of the European Union and/or the United Kingdom (whichever prevails) and any other relevant local export laws and regulations apply to the Service. The Customer agrees that such export control laws govern its use of the Service (including any or all technical data) and any Service deliverables provided under the Agreement. The parties agree to comply with all applicable export laws and regulations. The parties further agree that no data, information, software programs and/or materials resulting from the Service (or as a direct product thereof) will be exported, directly or indirectly, in violation of these laws and regulations.

29 Compliance with Laws

The parties shall comply with all applicable law in connection with the delivery and use of the Service, including but not limited to those related to data privacy, international communication and the transmission of technical or Personal Data, those relating to anti-corruption, anti-tax fraud and anti-bribery measures, anti-discrimination and equality laws or regulations, international environmental standards and the provisions of the Modern Slavery Act 2015 as may be amended from time to time.

30 Governing law

This Agreement and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

31 Alternative Dispute Resolution

The Customer's satisfaction is an important objective to the Supplier in performing its obligations hereunder. Save with respect to Intellectual Property Rights or Confidential Information, or any breach for which immediate injunctive relief shall be necessary, in the event that a dispute arises between the parties relating to the performance, interpretation or termination of the Agreement, the parties agree to hold a meeting within 15 calendar days following the written request by either party. Such meeting shall be attended by individuals with decision-making authority, regarding the dispute, to attempt to negotiate a resolution of the dispute in good faith prior to pursuing other available remedies. If, within 15 calendar days following such meeting, the parties have not

succeeding in resolving the dispute in a mutually satisfactory manner, either party may protect its interests by any lawful means available to it. In the event if Court proceedings, the parties shall respect the provisions of clause 34 below.

32 Jurisdiction

The parties irrevocably agree 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, its subject matter or formation (including non-contractual disputes or claims).

33 Signatures

In the event of wet-signature, the Agreement shall be executed in 2 counterparts, each of which when executed shall be an original, and all of which, when taken together shall constitute one entire agreement. Delivery of an executed counterpart of a signature page of the Agreement by fax or other electronic transmission (including PDF) shall be effective as delivery of a manually executed counterpart. In the event of electronic signatures, the parties agree to utilise a qualified electronic signature in accordance with the provisions of the eIDAS Regulation, and shall each have the responsibility of conserving their own electronic copy of the executed Agreement.

CUSTOMER	RIPPLE INTRANET LIMITED
Signed:	Signed:
<input type="text"/>	<input type="text"/>
Name:	Name:
<input type="text"/>	<input type="text"/>
Title:	Title:
<input type="text"/>	<input type="text"/>
Date:	Date:
<input type="text"/>	<input type="text"/>