

Knowa Standard Terms and Conditions

1. Definitions and Interpretation

- 1.1 Unless the context requires otherwise, in these Terms and Conditions and in an Order the following definitions shall apply:

"Agreement"	a contract between Knowa and the Client made up of an Order, these Terms and Conditions and any documents expressly referred to in either of them, and any amendments to that contract from time to time.
"Business Days"	Mondays to Fridays, excluding English Bank and public holidays.
"Business Hours"	09:00 to 18:00 London time on Business Days.
"Charges"	the periodic charges payable by the Client for the Knowa Services, as set out in an Order.
"Client"	means the person or entity identified as such in an Order.
"Client Data"	means any data provided by the Client to Knowa under the Agreement.
"Client Personal Data"	means any Personal Data provided by the Client, as "Data Controller", to Knowa under the Agreement.
"Confidential Information"	any information, data, documentation and other material of any kind (including Client Data and Client Personal Data) disclosed by either party to the other party at any time before or during the Term (whether in writing, orally or otherwise) that at the time of disclosure: (i) is marked as "confidential"; or (ii) should reasonably be understood to be confidential, and shall include the disclosing party's affairs, customers, clients, suppliers, financial performance, plans, intentions, market opportunities, operations, processes, product information (including, for the avoidance of doubt, the Knowa Modules), know-how, designs, trade secrets, technology, software, presentations, analyses and other material prepared in relation thereto by the disclosing party.
"Data Controller"	has the meaning given to it in the EU General Data Protection Regulation (GDPR) as it applies in the UK and as amended by the Data Protection Act 2018.

“Data Processor”	has the meaning given to it in the EU General Data Protection Regulation (GDPR) as it applies in the UK and as amended by the Data Protection Act 2018.
“Data Protection Laws”	means: <ul style="list-style-type: none"> i. the EU General Data Protection Regulation (Regulation (EU) 2016/679) (“GDPR”); and ii. any national implementing laws, regulations and secondary legislation for so long as the GDPR is effective in the UK; and iii. any successor legislation to the Data Protection Act 1998 and the GDPR, in particular, the Data Protection Act 2018; and iv. any other applicable laws relating to, or impacting on, the processing of information relating to living person;
“Effective Date”	has the meaning given to it in an Order.
“End User”	means a user who has signed up to use Knowa services under the Agreement of the Client.
“End User Personal Data”	means any Personal Data collected from the End User to provide the functionality of the Website and the Knowa Services to the Client.
“Force Majeure Event”	an event, or a series of related events, that is outside the reasonable control of the party affected, including: failures of the internet or any public telecommunications network; hacker attacks; denial of service attacks; virus or other malicious software attacks or infections; power failures; industrial disputes affecting any third party; changes to the law; disasters, explosions, fires, floods, riots, terrorist attacks and wars.
“Intellectual Property Rights”	patents, rights in inventions, know how, show how and trade secrets, copyright and related rights, moral rights, registered designs, design rights, database rights, semiconductor topography rights, trademarks and service marks, trade names, business names, brand names, get up, logos, domain names and URLs, rights in unfair competition, goodwill and rights to sue for passing off and any other intellectual property rights (in each case, whether or not registered, and including all applications to register and rights to apply to register any of them and all rights to sue for any past or present infringement of them) and all rights or forms of protection having equivalent or similar effect in any jurisdiction.

“Order”	means an order by the Client for the supply of Services that has been accepted in writing by Knowa.
“Personal Data”	has the meaning given to it in the EU General Data Protection Regulation (GDPR) as it applies in the UK and as amended by the Data Protection Act 2018.
“Platform”	Knowa’s proprietary web portal used to provide the Knowa Services.
“Processing”	has the meaning given to it in the EU General Data Protection Regulation (GDPR) as it applies in the UK and as amended by the Data Protection Act 2018.
“Knowa”	Knowa Limited: Company number: 112 029 58 And registered address is Leytonstone House, 3 Hanbury Drive, Leytonstone, London E11 1GA
“Knowa Modules”	1. the Discussion Management Module; 2. the Document Management Module, in each case as further described in the Specification.
“Knowa Services”	means access to the functionality of such Knowa Module or Knowa Modules as is or are specified in an Order.
“Services”	means: (i) the Set Up Services; (ii) the Knowa Services; and (iii) the Support Services, or, as required by the context, any one or more of them.
“Set Up Services”	means: (i) initial configuration of the Platform for the Client’s use; (iii) initial allocation of user rights to the Client’s permitted users; and (iv) such other implementation services as are required to enable the Client to access the Platform and receive the Knowa Services, in each case as further described in the Order.
“Specification”	Discussion Management Module: software as a service which helps users discuss and share information within a Space belonging to their Organisation. Discussions exist within Groups, which determine who can access and participate. Spaces from different Organisations can connect to each other to form a third

	<p>'Connected' Space. Users can also have one-to-one or one-to-many private chats if they share a Group within any Space.</p> <p>Document Management Module: allows users to store documents within Groups and share documents within discussions and chats.</p>
"Support Services"	has the meaning given to it in clause 5.1.
"Term"	has the meaning given to it in clause 2.1.

1.2 In the Agreement, a reference to a statute or statutory provision includes a reference to:

- (a) that statute or statutory provision as modified, consolidated and/or re-enacted from time to time; and
- (b) any subordinate legislation made under that statute or statutory provision.

1.3 The clause headings do not affect the interpretation of the Agreement.

1.4 In the Agreement, general words shall not be given a restrictive interpretation by reason of being preceded or followed by words indicating a particular class of acts, matters or things.

1.5 In case of a conflict or inconsistency between these Terms and Conditions and any provision in an Order, the provision in the Order prevails.

2. Term

2.1 Subject to earlier termination in accordance with clause 16, the Agreement shall continue in force for an initial period of twelve (12) months from the Effective Date and thereafter until terminated by either party giving to the other party not less than three (3) months' prior written notice (the "Term").

3. Set Up Services

3.1 Knowa shall provide the Set Up Services to the Client.

3.2 Subject to the Client fulfilling its obligations under clause 3.3, Knowa shall use all commercially reasonable endeavours to ensure that the Set Up Services are completed prior to the Effective Date.

3.3 The Client agrees and acknowledges that the provision of the Set Up Services is dependent on the Client arranging an onboarding session with Knowa

4. Knowa Services

- 4.1 Knowa hereby grants to the Client a non-exclusive licence to access and use the Knowa Services for the Client's internal business purposes during the Term.
- 4.2 Except to the extent expressly permitted by the Agreement or required by law on a non-excludable basis, the licence granted by Knowa to the Client under clause 4.1 is subject to the following prohibitions:
- (a) the Client must not sub-licence, assign or otherwise transfer its right to access and use the Knowa Services;
- 4.3 The Client shall use reasonable endeavours, including reasonable security measures relating to its account access details, to ensure that no unauthorised person may gain access to the Knowa Services.
- 4.4 The Client must not use the Knowa Services in any way that causes, or may cause, damage to the Knowa Services or to the Platform, or impairment of the availability or accessibility of the Knowa Services.
- 4.5 The Client must not use the Knowa Services:
- (a) in any way that is unlawful, illegal, fraudulent or harmful; or
 - (b) in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.
- 4.6 For the avoidance of doubt, the Client has no right to access the software code (including object code, intermediate code and source code) of the Platform, either during or after the Term.
- 4.7 Knowa may suspend the provision of the Knowa Services if any amount due to be paid by the Client to Knowa under the Agreement is overdue, and Knowa has given to the Client at least five (5) Business Days' written notice, following the amount becoming overdue, of its intention to suspend the Knowa Services on this basis.

5. Support Services and Training

- 5.1 Knowa shall provide the Client with helpdesk support in relation to the Knowa Services ("**Support Services**") during Business Hours via the contact method(s) specified in the Order
- 5.2 Knowa will provide the Client with group training sessions on the use of the Knowa Services if and to the extent specified in the Order. Unless otherwise agreed, all training will be provided by Zoom or an equivalent tool.

6. Client obligations

- 6.1 The Client agrees that it shall provide a point person, to be initially identified in the Order, with whom Knowa's customer success team can liaise to discuss how to accelerate adoption of the Knowa Services.
- 6.2 The Client must provide to Knowa, or procure for Knowa, such:
- (a) co-operation, support and advice;
 - (b) information and documentation; and
 - (c) applicable governmental, legal and regulatory licences, consents and permits (if any),
- as are reasonably necessary to enable Knowa to perform its obligations under the Agreement.
- 6.3 The Client must provide to Knowa, or procure for Knowa, such access to the Client's computer hardware, software, networks and systems as may be reasonably required by Knowa to enable Knowa to perform its obligations under the Agreement.

7. Client Data

- 7.1 The Client warrants to Knowa that the use of the Client Data by Knowa in accordance with the Agreement will not:
- (a) breach the provisions of any law, statute or regulation;
 - (b) infringe the Intellectual Property Rights or other legal rights of any person; or
 - (c) give rise to any cause of action against Knowa,
- in each case in any jurisdiction and under any applicable law.

8. Data Protection

- 8.1 The parties agree that, in respect of any Client Personal Data that is provided by the Client to Knowa then, for the purposes of Data Protection Laws, the Client is the Data Controller and Knowa is the Data Processor of such Client Personal Data.
- 8.2 As Data Controller, the Client warrants that:

- (a) it has complied and shall continue to comply with all Data Protection Laws in all respects in relation to the Client Personal Data; and
- (b) it has obtained, and will continue to obtain, all necessary consents from the data subjects to whom the Client Personal Data relates and provide such data subjects with all information that is required to be provided under the Data Protection Laws, in connection with the processing of the Client Personal Data by Knowa for the purpose of providing the Services.

8.3 As Data Processor, Knowa warrants that:

- (a) it shall carry out all Processing of Client Personal Data pursuant strictly in accordance with the Agreement and the Client's written instructions from time to time; and
- (b) it shall have in place appropriate technical and organizational security measures so that Client Personal Data is protected against unauthorised or unlawful processing and against accidental loss, destruction or damage;
- (c) it shall only process the Client Personal Data for the purposes of performing its obligations and exercising its rights under the Agreement; and
- (d) it shall process the Client Personal Data in compliance with all applicable laws;

8.4 Knowa will notify the Client as soon as practicable if:

- (a) any of the Client Personal Data is lost or destroyed, or becomes damaged, corrupted or unusable;
- (b) Knowa receives any complaint or regulatory notice which relates to the processing of any of the Client Personal Data; or
- (c) Knowa receives a request from a data subject for access to any of the Client Personal Data.

8.5 Knowa will cooperate with the Client in relation to:

- (a) any request from the Client to amend or delete any of the Client Personal Data;
- (b) any complaint or regulatory notification relating to the processing of any of the Client Personal Data; and
- (c) any request from a data subject for access to any of the Client Personal Data,

at the cost and expense of the Client.

9. Intellectual Property Rights

- 9.1 Except as expressly provided herein, nothing in the Agreement shall operate to assign or otherwise transfer any Intellectual Property Rights from Knowa to the Client, or from the Client to Knowa.
- 9.2 The Client (or its licensors) retains ownership of all Intellectual Property Rights in the Client Data.
- 9.3 Knowa (or its licensors) retains ownership of all Intellectual Property Rights in the Platform and the Derived Data.

10. Charges

- 10.1 With effect from the Effective Date (unless agreed otherwise) Knowa shall issue invoices for the Charges to the Client either:
- (a) annually in advance; or
 - (b) quarterly in advance, or
 - (c) monthly in advance
- as specified in the Order.
- 10.2 The Client must pay the Charges to Knowa by bank transfer within fourteen (14) days following the issue of an invoice in accordance with clause 10.1.
- 10.3 The Charges are exclusive of UK value added tax (VAT) or any other applicable sales tax, which will be added, as may be appropriate, to the Charges and payable by the Client to Knowa.
- 10.4 The Charges will increase in line with CPI each year on the anniversary of the Effective Date
- 10.5 If the Client does not pay any amount properly due to Knowa under the Agreement, Knowa may, without prejudice to its other rights (whether under the Agreement or otherwise) charge the Client interest on the overdue amount at the rate of 4% per annum above the Bank of England base rate from time to time (which interest will accrue daily until the date of actual payment).

11. Confidentiality

- 11.1 Each party ("**receiving party**") shall:
- (a) keep the Confidential Information of the other party ("**disclosing party**") strictly confidential;

- (b) not disclose the disclosing party's Confidential Information to any person without the disclosing party's prior written consent, and then only under conditions of confidentiality no less onerous than those contained in the Agreement;
- (c) use the same degree of care to protect the confidentiality of the disclosing party's Confidential Information as the receiving party uses to protect its own confidential information of a similar nature, being at least a reasonable degree of care; and
- (d) act in good faith at all times in relation to the disclosing party's Confidential Information.

11.2 This clause 11 imposes no obligations upon the receiving party with respect to disclosing party's Confidential Information that:

- (a) is known to the receiving party before disclosure under the Agreement and is not subject to any other obligation of confidentiality;
- (b) is or becomes publicly known through no act or default of the receiving party; or
- (c) is obtained by the receiving party from a third party in circumstances where the receiving party has no reason to believe that there has been a breach of an obligation of confidentiality.

11.3 The restrictions in this clause 11 do not apply to the extent that any Confidential Information of the disclosing party is required to be disclosed by any law or regulation, by any judicial or governmental order or request, or pursuant to disclosure requirements relating to the listing of the stock of the receiving party or its parent or any associated company on any recognized stock exchange.

11.4 The provisions of this clause 11 shall continue in force for a period of 5 years following the termination of the Agreement, at the end of which period they will cease to have effect.

12. Warranties

12.1 Knowa warrants to the Client that:

- (a) Knowa has the legal right and authority to enter into the Agreement and to perform its obligations under the Agreement; and
- (b) Knowa will comply with all applicable legal and regulatory requirements applying to the exercise of Knowa's rights and the fulfilment of Knowa's obligations under the Agreement.

12.2 Knowa warrants to the Client that:

- (a) it shall provide the Services with a reasonable degree of skill and care;
 - (b) the Knowa Services shall in all material respects comply with the Specification so far as is reasonably and commercially practicable;
 - (c) it has taken and shall continue to take all commercially reasonable steps to ensure that the Platform will be free from viruses, worms, Trojan horses, ransomware, spyware, adware and other malicious software programs; and
 - (d) the Platform will incorporate security features reflecting the requirements of good industry practice.
- 12.3 Knowa agrees to indemnify and hold the Client harmless against any loss, liability, damage, cost and expense (including reasonable legal fees and expenses) incurred by the Client as a result of any bona fide claim made or brought against the Client by a third party alleging that the Knowa Services or the Platform, or the use thereof by the Client, infringes the Intellectual Property Rights of such third party.
- 12.4 If Knowa reasonably determines, or any third party alleges that the use of the Knowa Services by the Client in accordance with the Agreement infringes any person's Intellectual Property Rights, Knowa may at its own cost and expense:
 - (a) modify the Knowa Services in such a way that they no longer infringe the relevant Intellectual Property Rights; or
 - (b) procure for the Client the right to use the Knowa Services in accordance with the Agreement; or
 - (c) if neither of the options set out in (a) or (b) are commercially or technically practicable, terminate the Agreement and refund the Client all Charges previously paid in respect of the Knowa Services that relate to a period after the date of any infringement or alleged infringement.
- 12.5 The Client warrants to Knowa that it has the legal right and authority to enter into the Agreement and to perform its obligations under the Agreement; and
- 12.6 Each party warrants to the other that:
 - (a) it has not offered, given or agreed to give, and shall not at any time offer, give or agree to give, any gift or consideration of any kind as inducement or reward for doing or agreeing not to do anything; and
 - (b) it has not committed, and shall not at any time commit, any offence under the Bribery Act 2010.
- 12.7 All of the parties' warranties and representations in respect of the subject matter of the Agreement are expressly set out in the Agreement. To the maximum extent permitted by

applicable law, no other warranties or representations concerning the subject matter of the Agreement will be implied into the Agreement or any related contract.

13. Acknowledgements and warranty limitations

- 13.1 The Client acknowledges that, despite all reasonable commercial endeavours, complex software is never wholly free from defects, errors and bugs; and subject to the other provisions of the Agreement, Knowa gives no warranty or representation that the Knowa Services will be wholly free from defects, errors and bugs.
- 13.2 The Client acknowledges that, despite all reasonable commercial endeavours, complex software is never entirely free from security vulnerabilities; and subject to the other provisions of the Agreement, Knowa gives no warranty or representation that the Knowa Services will be entirely secure.
- 13.3 Except to the extent expressly provided otherwise in the Agreement, Knowa does not warrant or represent that the Knowa Services or the use of the Knowa Services by the Client will be suitable for the Client's purposes or will provide the Client with any return on investment, cost saving or other specific result or outcome.

14. Limitations and exclusions of liability

- 14.1 Nothing in the Agreement will limit or exclude:
- (a) any liability for fraud or fraudulent misrepresentation; or
 - (b) any liability in any way that is not permitted to be limited or excluded under applicable law.
- 14.2 The limitations and exclusions of liability set out in this clause 14 and elsewhere in the Agreement:
- (a) are subject to clause 14.1; and
 - (b) govern all liabilities arising under the Agreement or relating to the subject matter of the Agreement, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in the Agreement.
- 14.3 Knowa shall not be liable to the Client in respect of:
- (a) any losses arising out of a Force Majeure Event; or
 - (b) any loss of profits or anticipated savings; or

- (c) any loss of revenue or income; or
- (d) any loss of use or production; or
- (e) any loss of business, contracts or opportunities; or
- (f) any loss or corruption of any data, database or software,

whether or not such losses or loss would also fall within clause 14.4.

14.4 Neither party shall be liable to the other party in respect of any special, indirect or consequential loss or damage.

14.5 Subject to clauses 14.1 to 14.4, the liability of each party to the other party under the Agreement in respect of any event or series of related events shall not exceed the higher of (i) the total amount paid and payable by the Client to Knowa under the Agreement in the 12 month period preceding the commencement of the event or events or (ii) £50,000.

15. Force Majeure Event

15.1 If a Force Majeure Event gives rise to a failure or delay in either party performing any obligation under the Agreement (other than any obligation to make a payment), that obligation will be suspended for the duration of the Force Majeure Event.

15.2 A party that becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in that party performing any obligation under the Agreement, must:

- (a) promptly notify the other; and
- (b) inform the other of the period for which it is estimated that such failure or delay will continue.

15.3 A party whose performance of its obligations under the Agreement is affected by a Force Majeure Event must take commercially reasonable steps to mitigate the effects of the Force Majeure Event.

16. Termination

16.1 Either party may terminate the Agreement immediately by giving written notice of termination to the other party if the other party commits any material breach of the Agreement which, in the case of a breach which is remediable, is not remedied within thirty (30) days of the date on which the other party is given written notice requiring the breach to be remedied.

16.2 Either party may terminate the Agreement immediately by giving written notice of termination to the other party if:

- (a) the other party is dissolved, ceases to conduct all (or substantially all) of its business, is or becomes unable to pay its debts as they fall due, is or becomes insolvent or is declared insolvent, or convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;
- (b) an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any material part of the assets of the other party; or
- (c) an order is made for the winding up of the other party, or the other party passes a resolution for its winding up (other than for the purpose of a solvent company reorganization where the resulting entity will assume all the obligations of the other party under the Agreement).

17. Effects of termination

17.1 Upon the termination of the Agreement, all of the provisions of the Agreement shall cease to have effect, save that the following provisions of the Agreement shall survive and continue to have effect (in accordance with their express terms or otherwise indefinitely): clauses 1, 10, 11, 12, 14, 17, 18, 21, 22, 23, 24, 25, 26 and 27.

17.2 The termination of the Agreement shall not affect the accrued rights of either party.

17.3 Within 30 days following the termination of the Agreement for any reason:

- (a) the Client must pay to Knowa any Charges in respect of Services provided to the Client before the termination of the Agreement; and
- (b) unless the Agreement is terminated by Knowa pursuant to clause 16.1 or clause 16.2, Knowa shall refund to the Client any Charges paid by the Client to Knowa in respect of Services that were to be provided to the Client after the termination of the Agreement,

but without prejudice to the parties' other legal rights.

18. Marketing and Publicity

18.1 Save with the written consent of the other party and subject always to the confidentiality provisions in this agreement, each party may refer to the other party in its marketing materials and press releases, as well as on its website, but (for the avoidance of doubt) neither party may make reference to the terms of the Agreement.

19. Notices and Consents

19.1 Any notice or consent from one party to the other party under the Agreement must be given by one of the following methods (using the relevant contact details set out in the Order):

- (a) delivered personally or sent by courier, in which case the notice shall be deemed to be received upon delivery; or
- (b) sent by recorded signed-for post, in which case the notice shall be deemed to be received two Business Days following posting; or
- (c) sent by email using, in the case of Knowa, will@Knowa.com or, in the case of the Client, the email address set out in the Order,

provided that if the stated time of deemed receipt is not within Business Hours, then the time of deemed receipt shall be when Business Hours next beginning after the stated time.

20. Sub-contracting

20.1 Knowa may subcontract any of its obligations under the Agreement, provided that Knowa shall remain responsible to the Client for the performance of any sub-contracted obligations.

21. Assignment

21.1 The Client must not assign, transfer or otherwise deal with its contractual rights and/or obligations under the Agreement without the prior written consent of Knowa, such consent not to be unreasonably withheld or delayed.

22. No waivers

22.1 No breach of any provision of the Agreement will be waived except with the express written consent of the party not in breach.

22.2 No waiver of any breach of any provision of the Agreement shall be construed as a further or continuing waiver of any breach of that provision or any other provision of the Agreement.

23. Severability

23.1 If a provision of the Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.

23.2 If any unlawful and/or unenforceable provision of the Agreement would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

24. Third party rights

24.1 The Agreement is for the benefit of the parties and is not intended to benefit or be enforceable by any third party other than is provided in clause 24.2.

24.2 The Contracts (Rights of Third Parties) Act 1999 shall not apply save in relation to the parent and affiliated companies of Knowa.

25. Variation

25.1 The Agreement may not be varied except in accordance with clause 25.

25.2 The Agreement may be varied by means of a written document signed, either personally or by electronic signature, by or on behalf of each party.

26. Entire agreement

26.1 The Agreement shall constitute the entire agreement between the parties in relation to its subject matter, and shall supersede all previous agreements, arrangements and understandings between the parties in respect of that subject matter.

26.2 Neither party will have any remedy in respect of any misrepresentation (whether written or oral) made to it upon which it relied in entering into the Agreement.

26.3 The provisions of this clause 26 are subject to clause 14.1.

27. Law and jurisdiction

27.1 The Agreement and all disputes or claims arising out of or in connection with the Agreement or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law.

27.2 Any disputes relating to the Agreement or its subject matter or formation (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the courts of England and Wales.