ADB (UK) Limited

and

<Client Name>

SUBSCRIPTION AGREEMENT

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This Agreement is made on Commencement Date

BETWEEN

(1) **ADB (UK) Limited** a company registered in England and Wales under number 6226620 and whose head office is at Liverpool Science Park IC1, 131 Mount Pleasant, Liverpool, L3 5TF ("**ADB**")

and

(2) [company name] a company in England with registered number [company number] and having its registered office at [registered address] (the "**Customer**").

BACKGROUND

The Customer wishes to subscribe to ADB MultiQuote. ADB has agreed to provide the same in accordance with terms and conditions of this Agreement.

AGREEMENT

1. Definitions and Interpretation

1.1 In this Agreement the following terms have the following meanings:

"Additional Modules"	means the additional optional modules relating to MultiQuote (including such areas as analytics, administration and cross-organisation benchmarking etc.) which the Customer may elect to receive following consultation with ADB subject to the payment of the applicable fixed annual fee for each additional module selected;
"Agreement"	this agreement, including the Schedules;
"Charges"	the Subscription Fee together with any other charges payable by the Customer pursuant to this Agreement;
"Commencement Date"	[insert date];
"Confidential Information"	all information which relates to the operations, plans, know-how, trade secrets, business affairs, personnel, customers or suppliers of either Party or their respective shareholders or any company which is a subsidiary of that party or its holding company, or which is otherwise of a confidential nature;
"Customer Content"	the information and data inputted by the Customer for the purposes of using MultiQuote;
"MultiQuote"	ADB's hosted dynamic MultiQuote marketplace, as more particularly described in Schedule 1, as may be amended from time to time in accordance with this Agreement;

"Intellectual Property" Rights"	Means patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, confidential information (including know-how) and all other intellectual property rights in each case whether registered or unregistered and including all applications and rights to apply for and be granted renewals or extensions and rights to claim priority together with all similar or equivalent rights or forms of protection which subsist now or may subsist in the future in any part of the world.
"Parties"	means ADB and the Customer, each a "Party" to this Agreement;
"Schedule"	a schedule to this Agreement;
"Service Credits"	the services credits provided by ADB in relation to failures to meet the Service Levels, as more particularly described in Schedule 2;
"Service Levels"	the levels of service applicable to MultiQuote, as set out in Schedule 2;
"Services"	the Subscription and Training together with any other services or Additional Modules provided by ADB to the Customer on the terms of this Agreement;
"Subscription"	the subscription purchased by the Customer which entitles it to access and use MultiQuote in accordance with this Agreement;
"Subscription Fee"	the fee payable by the Customer to ADB for the Subscription;
"Subscription Period"	the duration of the Subscription, as more particularly described in Schedule 1;
"Training"	training provided by ADB, as more particularly described in Schedule 3;
"Working Day"	Monday to Friday, excluding English bank holidays; and
"Working Hours"	the hours between 8:30am and 5:30pm on Working Days.

1.2 Headings in this Agreement are for convenience only and do not affect its interpretation.

1.3 Words in the singular shall include the plural and vice versa and a reference to one gender shall include a reference to the other genders.

1.4 The Schedules form part of this Agreement as if set in the main body of the Agreement.

2. Term

This Agreement shall start on the Commencement Date and shall continue for the Subscription Period and thereafter can be optionally renewed by the Customer for an additional period equal to the

Subscription Period until such time as either ADB or the Customer terminate this Agreement in accordance with clause 9.

3. Subscription

3.1 Subject to the Customer purchasing a Subscription and the other terms and conditions of this Agreement, ADB hereby grants to the Customer a non-exclusive, non-transferable right to use MultiQuote during the continuance of this Agreement solely for the Customer's internal business operations.

3.2 Additional Modules may be purchased at any time during the Subscription Period and will be charged on a pro-rated basis. Once an Additional Module has been purchased such Additional Module will, for the purposes of this Agreement, form part of MultiQuote and be subject to the terms of this Agreement unless otherwise agreed in writing. ADB reserves the right to introduce new Additional Modules from time to time.

4. Customer Responsibilities

4.1 Unless as otherwise agreed in writing between the Parties and set out within this Agreement, the Customer shall be responsible and liable for:

4.1.1 any changes required to Customer's own systems in order to enable its use of MultiQuote and other Services, as applicable;

4.1.2 maintaining the confidentiality and security of its access to MultiQuote including use of its logins;

4.1.3 the accuracy, legality and compliance of the Customer Content and for false, misleading, inaccurate, infringing or other actionable material contained or referred to therein;

4.1.4 ensuring that its network and systems comply with the relevant specifications provided by ADB from time to time; and

4.1.5 procuring and maintaining its network connections and telecommunications links from its systems to ADB's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

4.2 The Customer shall:

4.2.1 use all reasonable endeavours to prevent any unauthorised access to, or use of, MultiQuote and shall notify ADB immediately if it becomes aware of any unauthorised access to or use of any part of MultiQuote;

4.2.2 use any and all parts of MultiQuote only for lawful purposes relating to the Customer's legitimate business activities in accordance with the terms of this Agreement;

4.2.3 not access, store, distribute or transmit any viruses, or any material during the course of its use of MultiQuote (or any other Services) that is unlawful, harmful,

threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive, facilitates illegal activity, depicts sexually explicit images, promotes unlawful violence, is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability or in a manner that is otherwise illegal or causes damage or injury to any person or property and ADB reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's access to any material that breaches the provisions of this clause; and

4.2.4 not (except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties) (i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of MultiQuote or other Services in any form or media or by any means except to the extent expressly permitted under this Agreement; or (ii) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of MultiQuote; or (iii) access all or any part of MultiQuote in order to build a product or service which competes with MultiQuote.

5. ADB Responsibilities

5.1 ADB may make upgrades to MultiQuote from time to time at no additional cost to the Customer. ADB shall keep the Customer reasonably informed of any such change that has an effect on the operation or performance of MultiQuote.

5.2 ADB shall provide the Services in accordance with the terms of this Agreement using reasonable care and skill and applicable Service Levels.

5.3 In the event of any failure to meet the Service Levels, ADB shall issue Service Credits in accordance with Schedule 2.

5.4 ADB does not warrant that the Customer's use of the Services will be uninterrupted or error-free; or that the Services and/or the information obtained by the Customer through the Services will meet the Customer's requirements.

6. Charges and Payment

6.1 The Customer shall pay the Charges to ADB as set out in Schedule 1.

6.2 Payment shall be made by the Customer in full, without deduction or set off, to the bank account nominated by ADB within 30 days of receipt of a valid invoice from ADB.

6.3 In the event that any Charges are not paid when due, ADB reserves the right to:

6.3.1 charge interest at the rate of interest permitted in the Late Payments of Commercial Debts (Interest) Act 1998, whether this Act is found to be applicable or not, on any overdue sums from the due date until the total invoice sum has been paid, whether before or after any judgement; and/or

6.3.2 suspend the provision of Services until such time as any outstanding sums (together with accrued interest) has been paid in full.

6.4 At the end of each Subscription Period, ADB shall be entitled to increase the Subscription Fee by not more than the percentage increase in Retail Prices Index for the preceding 12 month period plus 2% and shall notify the Customer of any such increase in writing.

6.5 The Charges are exclusive of Value Added Tax and similar taxes which are payable by the Customer in addition at the current rate.

7. Intellectual Property Rights

7.1 The Customer acknowledges that any and all Intellectual Property Rights subsisting in or used by ADB in connection with MultiQuote (save for any Customer Content) are and shall remain the property of ADB.

7.2 ADB grants to the Customer a non-exclusive licence to use the Intellectual Property Rights in MultiQuote and other Services, subject to the terms of this Agreement, to the extent necessary for the Customer to make reasonable use of MultiQuote and other Services for its internal business purposes during the continuance of this Agreement.

7.3 The Customer shall own all right, title and interest in and to all Customer Content and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data. The Customer warrants that it has all necessary rights in the Customer Content to use, and to permit ADB to use, the Customer Data in connection with the Services and hereby grants to ADB a non-exclusive, royalty-free worldwide licence to use the Customer Content during the continuance of this Agreement to the extent necessary to provide the Services. The Customer shall indemnify ADB against any losses, costs, expenses and damages suffered or incurred by ADB as result of ADB's use of the Customer Content in accordance with this Agreement.

8. Confidential Information

8.1 Each Party shall:

8.1.1 only use the Confidential Information disclosed to it by the other Party for the purposes of this Agreement; and

8.1.2 not disclose to any third party any Confidential Information disclosed to it by the other without the other's prior written agreement provided that either Party may disclose the other Party's Confidential Information to such of its employees, agents, representatives or advisors on a need-to-know basis provided that such persons are under strict obligations of confidentiality and non-disclosure.

8.2 Clauses 8.1 shall not apply:

8.2.1 if disclosure is required by legal or parliamentary obligation placed upon the Party making the disclosure, including any requirements for disclosure under the Freedom of Information Act 2000, any relevant regulatory authority; or

8.2.2 to information that has come into the public domain otherwise than by reason of the default of the relevant Party or its advisers.

9. Termination

9.1 Either party may terminate this Agreement immediately on written notice to the other party if the other party is in material breach of this Agreement and fails to remedy the breach (if it can be remedied) within thirty (30) days from receipt of notice in writing specifying the breach.

9.2 ADB may terminate this Agreement immediately on written notice to the Customer if the Customer becomes insolvent, has an insolvency practitioner appointed over the whole or any part of its assets, enters into any compound with creditors, or has an order made or resolution for it to be wound up (otherwise than in the furtherance of a scheme for solvent amalgamation or reconstruction) or if an analogous event occurs.

9.3 ADB may terminate this Agreement immediately, if at any time the Customer fails to pay any Charges within 30 days of the due date.

10. Effect of Termination

10.1 All rights granted to the Customer under this Agreement shall cease and the Subscription shall terminate.

10.2 Upon termination or expiry of this Agreement for any reason, the Customer shall immediately destroy or return to ADB (at ADB's option) all materials (including all copies and extracts) which contain ADB's name or trading styles, any Confidential Information of ADB and materials that otherwise relate to MultiQuote.

10.3 Following termination or expiry of this Agreement for any reason, ADB may invoice the Customer for all Services provided for which no invoice has yet been submitted.

10.4 The following clauses shall survive expiry or any termination of this Agreement: 6, 7.1, 7.3, 8, 10, 11, 12 and 16

11. Dispute Resolution

11.1 If a dispute arises out of or in connection with this Agreement then either Party shall give written notice to the other part of the dispute setting out its nature and full particulars together with relevant supporting documents. On receipt of such notice a representative for each party shall attempt in good faith to resolve the dispute.

11.2 If any dispute cannot be resolved within a maximum ten of (10) Working Days and after it has been notified under Clause 11.1, the dispute shall be referred to each Party's the respective Managing Director.

11.3 If any dispute cannot be resolved by the respective Managing Directors within a maximum of ten (10) Working Days and after it has been referred under Clause 11.2, the dispute shall be referred to mediation in accordance with the CEDR Model Mediation Procedure. The fee for the appointed Mediator shall be shared equally between the Parties.

11.4 Neither Party shall be permitted to commence any legal proceedings under the jurisdiction of the courts in connection with any such dispute, until the parties have attempted to settle the dispute by mediation under clause 11.3 for not less than ten (10) Working Days from the first date of mediation.

12. Liability and Indemnity

12.1 Subject to clause 12.3, ADB shall not be liable under or in connection with this Agreement whether in tort (including negligence), contract or otherwise for any loss of profits, business or goodwill or loss or corruption of data or any third party claims (in each case whether direct or indirect) nor for any indirect or consequential loss.

12.2 Subject to clauses 12.3 and 12.4, ADB's total liability under or in connection with this Agreement shall not exceed 100% of the Charges paid by the Customer to ADB in the 12 months prior to the liability being incurred in aggregate.

12.3 Nothing in this Agreement shall limit or exclude either Party's liability for fraud or for the death or personal injury caused by that Party's negligence.

12.4 Subject to clause 12.6, ADB shall indemnify the Customer against loss, damage or expense suffered or incurred as a result of any claim that the Customer's use of MultiQuote in accordance with the terms of this Agreement infringes a third party's copyright or patent registered in the UK at that date of this Agreement provided that

12.4.1 ADB is given prompt notice of any such claim;

12.4.2 the Customer provides reasonable co-operation in the defence and settlement of such claim, at ADB's expense; and

12.4.3 ADB is given sole authority to defend or settle the claim.

12.5 In the defence or settlement of any claim, ADB may procure the right for the Customer to continue using MultiQuote, replace or modify MultiQuote so that they become non-infringing or, if such remedies are not reasonably available, terminate this Agreement on 2 Working Days' notice to the Customer and ADB shall refund any unused portion of Charges paid in advance but shall have no additional liability or obligation to pay liquidated damages or other additional costs to the Customer.

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

12.6.1 a modification of the Services by anyone other than ADB; or

12.6.2 the Customer's use of MultiQuote in a manner contrary to the instructions given to the Customer by ADB; or

12.6.3 the Customer's use of MultiQuote after notice of the alleged or actual infringement from ADB or any appropriate authority.

12.7 The foregoing states the Customer's sole and exclusive rights and remedies, and ADB's entire obligations and liability, for infringement of any Intellectual Property Rights.

13. Insurance

13.1 ADB shall insure with a reputable insurance company (and maintain such insurance throughout the continuance of this Agreement):

13.1.1 the minimum amount of £10,000,000 in respect of any one event for employer's liability; and

13.1.2 the minimum amount of £5,000,000 in respect of any one event for public liability.

Provided that such insurance cover shall not affect ADB's liability as set out in clause 12.

14. Notices

Where any notice is required to be given under this Agreement (where the word "notify" is used it means "to give notice"), it is validly given if it is in writing and sent by fax, email or prepaid first-class or airmail post to the correct fax number, email address or postal address of the relevant Party as previously notified to the other Party. Where sent by fax, the notice is deemed to have arrived immediately upon sending. If sent by email, the notice is deemed to have arrived at the time of sending (unless the sender receives an error message or notice no non-delivery). If sent by post, the notice is deemed to have arrived on the second Working Day after the day on which it was sent (if sent to an address within the UK), the third Working Day (if sent to an address within the EEA) or on the seventh Working Day (anywhere else in the world) (unless in each case within that period it was returned as undelivered).

15. Force majeure

Neither party shall be liable for any delay or failure in the performance of its obligations under this Agreement (save for any obligation to make payment) to the extent that such delay or failure was caused by any event or circumstance beyond its reasonable control, including, but not limited to any Act of God, extreme adverse weather condition or natural disaster, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, breaking off of diplomatic relations or similar actions, terrorist attack, civil war, civil commotion or riots, nuclear, chemical or biological contamination or sonic boom, compliance with any law, regulation or directive, fire, explosion or accidental damage, failure of plant machinery, machinery, computers or vehicles, any labour dispute, including (but not limited to) strikes, industrial action or lockouts, non-performance by suppliers or subcontractors and interruption or failure of utility or transport service.

16. General

16.1 This Agreement may be amended from time to time by the agreement of the Parties but no such amendment shall be effective unless recorded in writing and duly signed by both of the Parties.

16.2 If the whole or any part of any term, condition or provision of this Agreement is held by a competent authority to be invalid, unlawful or unenforceable then such term, condition or provision or part thereof shall be deemed to be deleted and the remaining terms, conditions, provisions or parts thereof shall continue to be valid and enforceable to the fullest extent permitted by law.

16.3 A waiver of any right under this Agreement is only effective if it is in writing and it applies only to the Party to whom the waiver is addressed and to the circumstances for which it is given.

16.4 Unless specifically provided otherwise, rights arising under this Agreement are cumulative and do not exclude rights provided by law.

16.5 The Customer shall not, without the prior written consent of ADB, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this

Agreement. ADB may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.

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

16.7 This Agreement is not intended to convey a benefit on any person not a party to it and accordingly the provisions of the Contracts (Rights of Third parties) Act 1999 are excluded.

16.8 This agreement is governed by English Law and the parties hereby submit to the non-exclusive jurisdiction of the English courts.

THIS AGREEMENT is entered into on the date stated at the beginning of it.

For and on behalf of)
ADB (UK) Limited)
acting by a Director)

.....
Director

.....
PRINT NAME

For and on behalf of)
[Customer])
acting by [a Manager/ Director])

.....
Manager / Director

.....
PRINT NAME

SCHEDULE 1: MultiQuote

Subscription

ADB's MultiQuote System hosted in the UK by ADB and accessible through a portal allocated to the Customer. The Customer has elected to subscribe to:

- MultiQuote Standard Subscription [ ]
- MultiQuote ShareSave Member Subscription [ ]

The MultiQuote ShareSave Member Subscription is only applicable when joining an existing MultiQuote ShareSave hub.

Subscription Period

The Subscription Period can be one (1) or two (2) years. A discount of -% applies for a 2 year Subscription Period.

The Customer has elected a Subscription Period of [INSERT] years.

Charges

The applicable Charges are as follows

Description	Subscription Fee per Annum (£)
MultiQuote	
Discounts	
[INSERT ANY OTHER CHARGES]	
TOTAL	

SCHEDULE 2: Service Levels

ADB shall provide the Subscription in accordance with the Service Levels below:

1. Service Levels

1.1.1 Availability

1.1.2 Support

1.1.3 Hosting

2. Availability

The Availability of the Service:

2.1.1 99% uptime at all times on Working Days (including outside of Working Hours);

2.1.2 downtime is recorded from the time the Incident is logged by ADB Help Desk;

2.1.3 downtime shall end when a resolution or suitable workaround is provided the satisfaction of the Customer;

2.1.4 downtime relating to failure of Customer infrastructure shall be disregarded;

2.1.5 The Service availability percentage shall be calculated as (Working Hours in the Quarter/ Downtime Hours in the Quarter) x 100

3. Support

3.1.1 The ADB Help Desk shall be available at all times during Working Hours

3.1.2 All Incidents reported to the ADB Help Desk shall be allocated a Call Priority Level by the ADB Help Desk as follows:

Table 1:

	Incident category	Description	Example	Response time	Time to resolution
4	Critical	Service down or not usable.	Service offline	30 minutes during Working Hours	2 hours during Working Hours
3	Major	Service interrupted or down intermittently or significant issues in its working	Whole section not functioning	1 hour during Working Hours	4 hours during Working Hours
2	Intermediate	Noticeable degradation in service. Service still usable but User experience impacted	Page not displaying correctly or model not functioning	1 hour during Working Hours	8 hours during Working Hours
1	Minor	Small degradation in service not easily noticeable. Service still usable and little impact on User experience	Part of a page not displaying correctly.	1 hour during Working Hours	5 Working Days

3.1.3 The Service Levels shall only apply to Incidents logged with the ADB Help Desk.

4. Hosting

4.1 The Hosting environment will be available 99% excluding any periods of scheduled downtime and/or maintenance that occur outside of Working Days.

4.2 All data is held on secure servers. The data centre is a state of the art facility with premier rack space storage, supported by best-practice air conditioning, fire suppression, security facilities and 24/7 monitoring.

4.3 Backup

4.3.1 Full system back-ups are performed on a daily basis

4.3.2 Full support of standard SQL isolation levels for ACID-compliant transaction processing and roll-back. Database is fully replicated to a separate disk for additional fault tolerance

5. Service Credits

5.1 The Customer will be subject to Service Credits in the event that ADB fails to achieve the Service Levels in any Quarter other than as a direct consequence of the Customer.

5.2 Service Credits will be calculated each Quarter as follows:

Table 2:

Service availability	**Rebate**
< 99% and >= 97%	5%
< 97% and >= 95%	7.5%
< 95%	10%

Table 3:

Incident Resolution	**Rebate**
1 – 2: Incidents outside Resolution time	5%
3 – 4: Incidents outside Resolution time	7.5%
5+: Incidents outside Resolution time	10%

5.3 Service Credits will be paid to the Customer as a percentage rebate from the subsequent year's Subscription Fee, up to a maximum rebate of 40%.

SCHEDULE 3: Training

Training	Cost per day
Training on [service one per line]	-