

AUTIUM LTD SOFTWARE AS A SERVICE AGREEMENT

PLEASE READ CAREFULLY BEFORE USING ANY SOFTWARE OR SERVICES FROM THIS WEBSITE:

This Agreement (Agreement) is a legal agreement between you (“Customer” or “you”) and Autium Limited, a company registered in England and Wales under number 10096177 whose registered office address is Suite 88, 51 Pinfold Street, Birmingham, B2 4AY (“Autium”, “us” or “we”) for:

- The subscription software-as-a-service product known as “Autium” accessed at [www.Autium.co.uk] provided by Autium to you under this Agreement via the Applications, as more particularly described in the Documentation (“the Service”); and
- The online software and/or applications forming part of the Service (“the Applications”); and
- The documents (in whatever media) made available to you by Autium from time to time to facilitate use of the Service by Authorised Users including any description of the Service and any user instructions for the Service (“Documentation”).

We license use of the Service, the Applications and Documentation to you on the basis of this Agreement. We do not sell the Service, Applications or Documentation to you. We remain the owners of the Service, the Applications and Documentation at all times. The Service is intended for use only by those who can access it from within the UK. If you choose to access the Applications or Service from locations outside the UK, you are responsible for compliance with local laws where they are applicable.

IMPORTANT NOTICE TO ALL USERS:

- BY LOGGING IN AND USING THE SERVICE YOU AGREE TO THE TERMS OF THIS AGREEMENT WHICH WILL BIND YOU AND YOUR AUTHORISED USERS. THE TERMS OF THIS AGREEMENT INCLUDE, IN PARTICULAR, LIMITATIONS ON LIABILITY IN CONDITION 5 AND CONDITION 15.
- IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, WE WILL NOT LICENSE THE SERVICE, APPLICATIONS AND DOCUMENTATION TO YOU AND YOU MUST DISCONTINUE USING THE SERVICE. IN THIS CASE YOU MAY NOT DOWNLOAD OR ORDER ANY SERVICES, SOFTWARE OR DOCUMENTATION FROM AUTIUM AND/OR THIS WEBSITE.

YOU SHOULD PRINT A COPY OF THIS AGREEMENT FOR FUTURE REFERENCE.

1. GRANT AND SCOPE OF LICENCE TO USE SERVICE

1.1 Subject to the Customer paying the Subscription Fees and complying with the terms and conditions of this Agreement, Autium hereby grants to the Customer a non-exclusive, non-transferable right, without the right to grant sublicences, to permit the Authorised Users to use the Service and the Documentation for the Assets during the Subscription Term solely for the Customer’s internal business operations.

1.2 The rights provided under this Agreement are granted to the Customer only, and shall not be considered granted to any subsidiary or holding company of the Customer,

or any subsidiary of any holding company of the Customer.

1.3 Each order by the Customer to Autium (Order) shall be an offer to purchase access to the Service subject to the terms of this Agreement.

1.4 Autium may accept or reject an Order at its discretion. An Order shall not be accepted, and no binding obligation to supply any access to the Service shall arise, until the earlier of:

1.4.1 Autium issuing to the Customer a Services Schedule or other written confirmation of the Order (by email or otherwise); or

1.4.2 Autium providing the Customer with access to the Service or notifying the Customer that their access to the Service has been activated (as the case may be).

1.5 Autium may issue quotations to the Customer from time to time. Quotations are invitations to treat only. They are not an offer to supply access to the Service and are incapable of being accepted by the Customer.

1.6 Marketing and other promotional material relating to the Service are illustrative only and do not form part of this Agreement.

1.7 No terms or conditions endorsed on, delivered with, or contained in the Customer's purchase conditions, order, confirmation of order, specification or other document shall form part of this Agreement except to the extent that Autium otherwise agrees in writing.

2. ASSET SUBSCRIPTIONS

2.1 In relation to the Asset Subscriptions purchased by the Customer pursuant to this Agreement and the Authorised Users, the Customer undertakes that:

2.1.1 the maximum number of Assets for which it authorises its Authorised Users to access and use the Service and the Documentation shall not exceed the number of Asset Subscriptions it has purchased from time to time;

2.1.2 it will not allow or suffer any Asset Subscription to be used for more than one individual Asset unless it has been reassigned in its entirety to another Asset, in which case, subject to clause 17.2, the Authorised Users shall no longer have any right to access or use the Service and/or Documentation for the prior Asset;

2.1.3 each Authorised User shall keep a secure password for his use of the Service and Documentation and that each Authorised User shall keep his password confidential;

2.1.4 it shall maintain a written, up to date list of current Authorised Users and Assets and provide such list to Autium within 5 Business Days of Autium's written requests at any time or times;

2.1.5 it shall permit Autium to monitor the Customer's use of the Service in order to establish the name and password of each Authorised User. This right shall be exercised in such a manner as not to substantially interfere with the Customer's normal conduct of business;

2.1.6 if it is revealed that any password has been provided to any individual who is not an Authorised User, then without prejudice to Autium's other rights, the Customer shall promptly disable such passwords and Autium shall not issue any new passwords to any such individual; and

2.1.7 if the Service system reveals that the Customer has underpaid Subscription Fees to Autium, then without prejudice to Autium's other rights, the Customer shall pay to Autium an amount equal to such underpayment in accordance with clause 9.

2.2 Autium reserves the right to monitor usage by all Authorised 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 such monitoring may be carried out by Autium or a third party authorised by Autium.

3. ADDITIONAL ASSET SUBSCRIPTIONS

3.1 Subject to clause 3.2, the Customer may, from time to time during any Subscription Term, purchase additional Asset Subscriptions in excess of the number set out in the Services Schedule and Autium shall grant access to the Service and the Documentation to such additional Authorised Users and/or for such additional Assets in accordance with the provisions of this Agreement.

3.2 If the Customer purchases or uses additional Asset Subscriptions, the Customer shall, within 30 days of the date of Autium's invoice, pay to Autium the relevant fees for such additional Asset Subscriptions as set out in the Services Schedule and/or Autium's invoice.

4. SERVICE AND AVAILABILITY

4.1 Autium shall, during the Subscription Term, make the Service and the Documentation available to the Customer on and subject to the terms of this Agreement.

4.2 Autium shall use commercially reasonable endeavours to make the Service available 24 hours a day, seven days a week excluding:

4.2.1 scheduled maintenance which Autium shall use reasonable endeavours to undertake outside of UK usual working hours;

4.2.2 emergency maintenance; or

4.2.3 downtime caused in whole or part by Force Majeure.

4.3 Autium will use reasonable endeavours to notify the Customer in advance of scheduled maintenance and, where circumstances allow, in advance of emergency maintenance or downtime caused by Force Majeure but the Customer acknowledges that it may receive no advance notification for emergency maintenance or downtime caused by Force Majeure.

4.4 Autium will, as part of the Service, provide the Customer with Autium's standard telephone customer support services during the hours from 9am to 5pm Monday to Friday.

4.5 The Customer acknowledges that Autium shall be entitled to modify the features and functionality of the Service as part of its ongoing development of the Applications. Autium shall use reasonable endeavours to ensure that any such modification does not adversely affect the Customer's use of the Service.

4.6 This Agreement shall not prevent Autium from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this Agreement.

5. AUTIUM WARRANTIES

5.1 Autium undertakes to the Customer that:

5.1.1 Autium 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

5.1.2 the Service will be supplied:

5.1.2.1 with reasonable care and skill; and

5.1.2.2 subject to clause 4.5, in accordance in all material respects with the description of the Service provided in the Documentation.

5.2 Autium does not warrant or represent that the Service will be free from errors and interruptions or that all non-conformities can be corrected.

5.3 The warranties in this clause are subject to the Customer giving notice to Autium as soon as it is reasonably able upon becoming aware of the breach of warranty. When notifying Autium of a breach the Customer shall use its reasonable endeavours to provide Autium with such documented information, details and assistance as Autium may reasonably request.

5.4 Autium 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 contrary to Autium's instructions or otherwise than as directed by Autium, or modification or alteration of the Service by any party other than Autium or Autium's duly authorised contractors or agents.

5.5 If the Service does not conform with the warranties in this clause, Autium will use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 5.1.

Notwithstanding the foregoing, Autium:

5.5.1 does not warrant or represent that the Customer's use of the Service will be uninterrupted or error-free or that all non-conformities can be corrected;

5.5.2 does not warrant or represent that the Service, Applications, Documentation and/or the information obtained by the Customer through the Service will meet the Customer's requirements; and

5.5.3 is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Service, Applications and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

5.6 The Customer acknowledges and agrees that:

5.6.1 Autium is not and cannot be aware of the extent of any potential loss resulting from any failure by Autium to discharge its obligations under this Agreement;

5.6.2 the Service has not been designed to meet the Customer's individual requirements and cannot be tested in every operating environment; and

5.6.3 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.

6. CUSTOMER'S OBLIGATIONS

6.1 The Customer shall:

6.1.1 provide Autium with:

6.1.1.1 all necessary co-operation in relation to this Agreement; and

6.1.1.2 all necessary access to such information as may be required by Autium; in order to provide the Service, including but not limited to Customer Data, security access information and configuration services;

6.1.2 comply with all applicable laws and regulations with respect to its activities under this Agreement;

6.1.3 carry out all other Customer responsibilities set out in this Agreement in a timely and efficient manner. In the event of any delays in the Customer's provision of such

assistance as agreed by the parties, Autium may adjust any agreed timetable or delivery schedule as reasonably necessary;

6.1.4 ensure that the Authorised Users use the Service and the Documentation in accordance with the terms and conditions of this Agreement and shall be responsible for any Authorised User's breach of this Agreement;

6.1.5 obtain and shall maintain all necessary licences, consents, and permissions necessary for Autium, its contractors and agents to perform their obligations under this Agreement, including without limitation the Service;

6.1.6 ensure that its network and systems comply with any relevant specifications provided by Autium from time to time; and

6.1.7 be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to Autium'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.

6.2 Prior to providing Authorised Users with access to the Service, the Customer shall:

6.2.1 supply Autium with a list of Authorised Users authorised to receive access to the Service; and

6.2.2 ensure that all Authorised Users are aware of the terms of this Agreement, including their obligation to comply with any other user terms applicable to the Service and/or Applications and notified to the Authorised User and/or Customer. The Customer shall only provide Authorised Users with access to the Service via the access method provided by Autium and shall not provide access to anyone other than an Authorised User.

6.3 The Customer shall, and shall procure that Authorised Users shall, only use the Service in connection with the Customer's owned or leased Assets for the purposes of its business operations.

6.4 The Customer shall not, and shall procure that the Authorised Users shall not, access, store, distribute or transmit any Viruses, or any material during the course of its use of the Service that:

6.4.1 is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;

6.4.2 facilitates illegal activity;

6.4.3 depicts sexually explicit images;

6.4.4 promotes unlawful violence;

6.4.5 is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or

6.4.6 is otherwise illegal or causes damage or injury to any person or property; and Autium 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.

6.5 The Customer shall not:

6.5.1 except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this Agreement:

6.5.1.1 attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Service, Applications and/or Documentation (as applicable) in any form or media or by any means;

6.5.1.2 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;

6.5.1.3 attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Service;

6.5.1.4 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;

6.5.1.5 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;

6.5.1.6 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; or

6.5.2 access all or any part of the Service and Documentation in order to build a product or service which competes with the Service and/or the Documentation; or

6.5.3 use the Service, Applications and/or Documentation to provide services to third parties; or

6.5.4 subject to clause 26.1, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Service, Applications and/or Documentation available to any third party except the Authorised Users, or

6.5.5 attempt to obtain, or assist third parties in obtaining, access to the Service, Applications and/or Documentation, other than as provided under clause 2.

6.6 The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Service and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify Autium.

6.7 The Customer warrants and represents that it shall, and ensure that Authorised Users shall, keep confidential and, except as provided for in this Agreement, not share with any third party their password or access details provided to facilitate access to the Applications and/or Service. The Customer shall contact Autium if updates to any list of Authorised Users given to Autium are required, including when Authorised Users cease to be employed or engaged by the Customer.

6.8 The Customer shall not be permitted to frame or mirror any part of the Service other than as permitted by the Documentation or with Autium's express prior written consent.

7. SUSPENSION OF ACCESS

7.1 Autium may suspend access to the Service to all or some of the Authorised Users if:

7.1.1 Autium suspects that there has been any unauthorised use or misuse of the Service or breach of this Agreement or the Documentation; or

7.1.2 the Customer fails to pay any sums due to Autium by the due date for payment.

7.2 Autium will notify the Customer or the affected Authorised Users as soon as possible after suspending the Service.

7.3 Where the reason for the suspension is suspected misuse of the Service or breach of this Agreement, without prejudice to its rights under clause 16, Autium will take steps to investigate the issue and may restore or permanently suspend access at its discretion. If Autium considers it appropriate to permanently suspend access to all Authorised Users, it will notify the Customer in writing and this Agreement will terminate immediately on service of such notice.

7.4 In relation to suspensions under clause 7.1.2, access to the Service will be restored

promptly after Autium receives payment in full and cleared funds.

7.5 Subscription Fees shall remain payable during any period of suspension notwithstanding that the Customer and/or some of the Authorised Users may not have access to the Service.

8. SUBSCRIPTION FEES

8.1 The Customer shall pay Autium the specified Subscription Fees for use of the Service.

8.2 Autium shall be entitled to increase the Subscription Fees from time to time, and this right shall be exercised with reasonable prior notice to the Customer.

9. PAYMENT

9.1 Autium shall invoice the Customer for all sums due under this Agreement.

9.2 The Customer shall pay such sums in full within 30 days from the date of invoice.

9.3 Amounts payable to Autium under this Agreement shall be paid into Autium's bank account by electronic funds transfer unless otherwise notified by Autium to the Customer in writing in accordance with this Agreement.

9.4 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.

9.5 If Autium has not received payment within 30 days after the due date, and without prejudice to any other rights and remedies of Autium:

9.5.1 Autium may, without liability to the Customer, disable the Customer's password, account and access to all or part of the Service and Autium shall be under no obligation to provide any or all of the Service while the invoice(s) concerned remain unpaid; and

9.5.2 interest shall accrue on a daily basis on such due amounts at an annual rate equal to 3% over the then current base lending rate of Autium's bankers in the UK from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.

10. AUTIUM INTELLECTUAL PROPERTY RIGHTS

10.1 All Intellectual Property Rights in and to the Applications, Documentation and any part of the Service belong to and shall remain vested in Autium. 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 Autium. The Customer shall execute all such documents and do such things as Autium may consider necessary to give effect to this clause.

10.2 Autium confirms that it has all the rights in relation to the Service and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this Agreement.

11. CUSTOMER DATA

11.1 The Customer shall own all right, title and interest in and to all of the Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data.

11.2 The Customer grants a royalty-free, non-transferable, non-exclusive licence for the

term of this Agreement to Autium to use the Customer Data to the extent necessary to perform the Service and for any purposes for which the Customer has given consent to Autium.

11.3 Autium shall follow its archiving procedures for Customer Data as may be notified to the Customer from time to time.

11.4 The Customer acknowledges and agrees that:

11.4.1 Autium may include the Customer's name or the Customer's Marks in a list of Autium's customers in any medium; and

11.4.2 Autium may refer to the Customer, orally or in writing, as a customer of the Services for promotional, marketing and financial reporting purposes.

11.5 In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy shall be for Autium to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by Autium (or a third party on Autium's behalf) in accordance with its archiving procedure.

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

11.7 Autium shall, in providing the Service, comply with its Privacy Policy relating to the privacy and security of the Customer Data available at [www.Autium.com] or such other website address as may be notified to the Customer from time to time, as such document may be amended from time to time by Autium in its sole discretion.

11.8 The Customer acknowledges that Autium has no control over any Customer Data hosted as part of the provision of the Service, except where the Customer requests Autium to input Customer Data on the Customer's behalf and in such event and at all other times the Customer acknowledges that Autium does not actively monitor the content of the Customer Data.

11.9 The Customer shall not use Infringing Data on the Service.

11.10 Autium shall notify the Customer immediately if it becomes aware of any allegation that any Customer Data may be Infringing Data and Autium shall have the right to remove Customer Data from the Service without the need to consult the Customer.

11.11 The Customer shall indemnify Autium from and against all loss caused to Autium as a result of:

11.11.1 the Customer failing to comply with its obligations under this clause 11;

11.11.2 the Customer failing to comply with its obligations under clause 13 (Data Protection); and

11.11.3 the Customer's use of Infringing Data on the Service.

12. INFORMATION SECURITY

12.1 Autium shall be responsible for taking reasonable and prudent measures to safeguard the security of the Customer Data in its possession, including maintaining appropriate firewalls, encryption and anti-virus protection.

12.2 Autium shall notify the Customer as soon as possible upon discovery of any data security incident impacting the Customer Data.

12.3 Autium 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 or a third party.

13. DATA PROTECTION

13.1 Each party agrees that, in the performance of its respective obligations under this

Agreement, it shall comply with all applicable requirements of the Data Protection Legislation. This clause 13 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

13.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the data controller and Autium is the data processor in respect of any personal data that Autium processes in the course of providing the Service for the Customer (other than business contact data processed by Autium to allow it to manage the Customer's account). Data controller and data processor have the meanings as defined in the Data Protection Legislation.

13.3 Without prejudice to the generality of clause 13.1, the Customer will ensure that it has all necessary, appropriate and valid consents and notices in place to enable lawful transfer of the personal data to Autium for the purposes and duration of this Agreement.

13.4 Without prejudice to the generality of clause 13.1, if Autium processes any personal data on the Customer's behalf when performing its obligations under this Agreement:

13.4.1 the Customer acknowledges and agrees that the personal data may be transferred or stored outside the EEA or the country where the Customer and the Authorised Users are located in order to carry out the Service and Autium's other obligations under this Agreement;

13.4.2 the Customer shall ensure that the Customer is entitled to transfer the relevant personal data to Autium so that Autium may lawfully use, process and transfer the personal data in accordance with this Agreement;

13.4.3 the Customer shall ensure that the relevant third parties have been informed of, and have given and maintained their consent to, such use, processing, and transfer as required by the Data Protection Legislation; and

13.4.4 each party shall take appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data or its accidental loss, destruction or damage.

13.5 Accordingly, Autium agrees that it shall:

13.5.1 only carry out processing of the Customer's personal data:

13.5.1.1 on the Customer's instructions from time to time (such instructions at the date of this Agreement are to process the personal data in order to provide the Service to the Customer and the Authorised Users in accordance with the Documentation and to enable the Service to respond to automated requests by Authorised Users as part of their normal use of the Service); and

13.5.1.2 for the purposes for which the Customer has given consent to Autium from time to time;

13.5.2 implement appropriate technical and organisational measures to protect personal data against unauthorised or unlawful processing and accidental destruction or loss;

13.5.3 make available to the Customer, on the Customer's reasonable request, a list of any subcontractors engaged in the processing of the Customer's personal data;

13.5.4 as soon as reasonably practicable refer to the Customer any requests, notices or other communication from data subjects, the Information Commissioner or any other law enforcement authority, for the Customer to resolve.

13.6 The Customer acknowledges and agrees that Autium may be required to transfer data personal data which it processes on the Customer's behalf to countries outside the European Economic Area. Autium shall ensure that any such transfer will be undertaken in accordance with the Data Protection Legislation.

13.7 The Customer consents to Autium's use of subcontractors in accordance with clause 13.5.3.

14. CONFIDENTIALITY

14.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under this Agreement. A party's Confidential Information shall not be deemed to include information that:

14.1.1 is or becomes publicly known other than through any act or omission of the receiving party;

14.1.2 was in the other party's lawful possession before the disclosure;

14.1.3 is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or

14.1.4 is independently developed by the receiving party, which independent development can be shown by written evidence.

14.2 The Customer acknowledges that details of the Service, and the results of any performance tests of the Service, is Confidential Information of Autium.

14.3 Autium acknowledges that the Customer Data is the Confidential Information of the Customer.

14.4 Each party agrees that it may use the other party's Confidential Information only in the performance of its rights and obligations under this Agreement and for such purposes as the other party has given its consent.

14.5 Each party agrees that it shall hold the other's Confidential Information in confidence and not make the other's Confidential Information available to any third party, except in accordance with this Agreement and for such purposes as the other party has given its consent.

14.6 Each party may disclose the other party's Confidential Information to those of its employees, officers, advisers, agents or representatives who need to know the other party's Confidential Information in order to perform the disclosing party's rights and obligations under this Agreement provided that the disclosing party shall ensure that each of its employees, officers, advisers, agents or representatives to whom confidential information is disclosed is aware of its confidential nature and complies with this clause 14 as if it were a party.

14.7 Each party may disclose any Confidential Information to the extent required by law, any court, any governmental, regulatory or supervisory authority (including any regulated investment exchange) or any other authority of competent jurisdiction.

14.8 The above provisions of this clause 14 shall survive termination of this Agreement, however arising.

15. LIMITATION OF LIABILITY

15.1 The extent of the parties' liability under or in connection with this 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.

15.2 Except as expressly and specifically provided in this Agreement:

15.2.1 the Customer assumes sole responsibility for results obtained from the use of the Service, Applications and the Documentation by the Customer and Authorised Users, and for conclusions drawn from such use;

15.2.2 Autium shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Autium by the Customer in

connection with the Service, or any actions taken by Autium at the Customer's direction;

15.2.3 all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Agreement; and

15.2.4 the Service and the Documentation are provided to the Customer on an "as is" basis.

15.3 Notwithstanding any other provision of this Agreement, the liability of Autium shall not be limited in any way in respect of the following:

15.3.1 death or personal injury caused by negligence;

15.3.2 fraud or fraudulent misrepresentation;

15.3.3 any other losses which cannot be excluded or limited by applicable law.

15.4 Subject to clause 15.2 and 15.3:

15.4.1 Autium shall not be liable for consequential, indirect or special losses; and

15.4.2 Autium shall not be liable for any of the following (whether direct or indirect):

15.4.2.1 loss of profit;

15.4.2.2 loss of data;

15.4.2.3 loss of use;

15.4.2.4 loss of production;

15.4.2.5 loss of contract;

15.4.2.6 loss of opportunity;

15.4.2.7 loss of savings, discount or rebate (whether actual or anticipated);

15.4.2.8 harm to reputation or loss of goodwill.

15.4.3 Autium shall not be liable for property damage;

15.4.4 Autium's total liability shall not exceed:

15.4.4.1 an amount equal to the Subscription Fees paid to Autium in the 12-month period immediately preceding the first incident giving rise to the loss, or

15.4.4.2 for incidents occurring in the first 12 months of this Agreement, an amount equal to the paid Subscription Fees for the period in which the Service has been provided.

16. TERM AND TERMINATION

16.1 This Agreement shall commence on the Commencement Date and shall continue for the Initial Subscription Term, thereafter automatically extending for a period of 1 month (Extended Term) at the end of the Initial Subscription Term and at the end of each Extended Term, unless:

16.1.1 either party notifies the other party of termination, in writing, at least 30 days before the end of the Initial Subscription Term or any Extended Term, in which case this Agreement shall terminate upon the expiry of the applicable Initial Subscription Term or Extended Term; or

16.1.2 otherwise terminated in accordance with the provisions of this Agreement, and the Initial Subscription Term together with any subsequent Extended Terms shall constitute the Subscription Term.

16.2 Without affecting any other right or remedy available to it, Autium may terminate this Agreement at any time by giving notice in writing to the Customer if:

16.2.1 the Customer or any Authorised User commits a material breach of this Agreement and such breach is not remediable;

16.2.2 the Customer or any Authorised User commits a material breach of this Agreement which is not remedied within 30 days of receiving written notice of such

breach;

16.2.3 the Customer has failed to pay any amount due under this Agreement on the due date and such amount remains unpaid within 30 days after the Customer has received notification that the payment is overdue; or

16.2.4 any consent, licence or authorisation held by the Customer is revoked or modified such that it is no longer able to comply with its obligations under this Agreement or access and use the Service.

16.3 Either party may terminate this Agreement at any time by giving notice in writing to the other party if that other party:

16.3.1 stops carrying on all or a significant part of its business, or indicates in any way that it intends to do so;

16.3.2 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;

16.3.3 becomes the subject of a company voluntary arrangement under the Insolvency Act 1986;

16.3.4 has a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income;

16.3.5 has a resolution passed for its winding up;

16.3.6 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;

16.3.7 is subject to any procedure for the taking control of its goods that is not withdrawn or discharged within seven days of that procedure being commenced;

16.3.8 has a freezing order made against it;

16.3.9 is subject to any recovery or attempted recovery of items supplied to it by a supplier retaining title to those items;

16.3.10 is subject to any events or circumstances analogous to those in clauses 16.3.1 to 16.3.9 in any jurisdiction;

16.3.11 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.

16.4 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.

16.5 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 16, it shall immediately notify the other party in writing.

16.6 Termination of this Agreement shall not affect any accrued rights and liabilities of either party at any time up to the date of termination.

17. CONSEQUENCES OF TERMINATION AND RETURN OF CUSTOMER DATA

17.1 In the event of termination of this Agreement for any reason:

17.1.1 all licences granted under this Agreement shall immediately terminate and the Customer and all Authorised Users shall immediately cease all use of the Service

and/or the Documentation, except as permitted under the Restricted Licence;

17.1.2 the Customer and all Authorised Users shall immediately cease all use of the Applications;

17.1.3 Autium shall be entitled to disable the Customer's and Authorised User's access to the Applications;

17.1.4 the Customer shall within seven days return or destroy (at Autium's option) all Autium's Confidential Information in its possession or under its control and all copies of such information;

17.1.5 any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination shall not be affected or prejudiced; and

17.1.6 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.

17.2 On the termination of this Agreement, subject to the Customer continuing to comply with the restrictions and obligations set out in clauses 2 and 6 of this Agreement and the other terms and conditions of this Agreement, Autium hereby grants to the Customer a non-exclusive, non-transferable right, without the right to grant sublicences, to permit the Authorised Users to use the Service and the Documentation for the Assets under a restricted licence in accordance with this clause 17.2 (Restricted Licence). The Restricted Licence shall permit the Customer and its Authorised Users to access the Service and Documentation, but not the Applications, for the sole purpose of retrieving Customer Data submitted during the term of this Agreement for the Customer's record keeping obligations and internal business operations.

17.3 Autium reserves the right to charge and the Customer shall pay a reasonable fee in respect of Autium retaining and allowing the Customer access to Customer Data under the Restricted Licence.

18. ENTIRE AGREEMENT

18.1 The parties agree that this Agreement, together with any associated licence to use the Applications, 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.

18.2 Each party acknowledges that it has not entered into this Agreement in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in this Agreement, 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.

19. 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.

20. 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.

21. NOTICES

21.1 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 notified by a party to the other from time to time). Notices may be given, and shall be deemed received:

21.1.1 by first-class post: two Business Days after posting;

21.1.2 by airmail: seven Business Days after posting;

21.1.3 by hand: on delivery; and

21.1.4 by email: on receipt of a delivery return email.

21.2 This clause does not apply to notices given in legal proceedings or arbitration.

22. SEVERABILITY

22.1 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):

22.1.1 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

22.1.2 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.

23. CONFLICT

If there is an inconsistency between any of the provisions in the main body of this Agreement and the Schedule, the provisions in the main body of this Agreement shall prevail.

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

The Customer must pay all sums that it owes to Autium under this Agreement without

any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.

26. ASSIGNMENT

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

26.2 Autium 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.

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. 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.

29. 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).

30. DEFINITIONS AND INTERPRETATION

30.1 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;

“Assets” means the asset(s) for which the Customer has purchased Asset Subscriptions in accordance with this Agreement;

“Asset Subscriptions” means the asset subscriptions purchased by the Customer pursuant to this Agreement which entitle Authorised Users to access and use the Service and Documentation in accordance with this Agreement in respect of the Assets;

“Authorised Users” means those employees, agents and independent contractors of the Customer who are authorised by the Customer to use the Service and the Documentation;

“Business Day” means a day other than a Saturday, Sunday or bank or public holiday in

England;

“Commencement Date” means the date specified in the Services Schedule;

“Confidential Information” means any and all confidential information, (whether in oral, written or electronic form) 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, technology, know-how, trade secrets, financial, commercial, technical, tactical or strategic information of any kind, Intellectual Property Rights, 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;

“Customer Data” means all data inputted by the Customer, Authorised Users, or Autium on the Customer’s behalf for the purpose of or when using the Service or facilitating the Customer’s use of the Service;

“Data Protection Legislation” (i) unless and until the General Data Protection Regulation ((EU) 2016/679) (GDPR) is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations, secondary legislation, as amended from time to time, in the UK and then (ii) any successor legislation to the GDPR as is applicable in the UK or the Data Protection Act 1998;

“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;

“Infringing Data” means information or data that (i) infringes Applicable Law; or (ii) infringes any third party Intellectual Property Rights; or (iii) includes any material which is obscene, indecent, pornographic, seditious, offensive, defamatory, threatening, liable to incite racial hatred, menacing or blasphemous;

“Initial Subscription Term” means the initial term of this Agreement as set out in the Services Schedule;

“Intellectual Property Rights” means copyright and neighbouring and related rights, moral rights, patents, rights in inventions, rights in confidential information (including know-how, trade secrets), trademarks, service marks, trade names, design rights, rights in get-up and trade dress, database rights, rights in data, goodwill and the right to sue for passing off or unfair competition, semi-conductor chip topography rights, mask works, utility models, domain names, rights in computer software and all similar rights of whatever nature 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;

“Restricted Licence” has the meaning given in clause 17.2;

“Services Schedule” means a document, or other written confirmation of the Order (by email or otherwise), issued by Autium to the Customer describing the services to be provided by Autium and purchased by the Customer, including the matters listed in the template Services Schedule set out in the Schedule to this Agreement;

“Subscription Fees” means the subscription fees payable by the Customer to Autium for the Asset Subscriptions referred to in clause 3.2 and clause 8 as set out in the Services Schedule; and

“Virus” means any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

30.2 INTERPRETATION

In this Agreement:

30.2.1 a reference to this Agreement includes its schedules, appendices and annexes (if any);

30.2.2 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;

30.2.3 a reference to a gender includes each other gender;

30.2.4 words in the singular include the plural and vice versa;

30.2.5 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;

30.2.6 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

30.2.7 a reference to legislation is a reference to that legislation as amended, extended, re-enacted or consolidated from time to time.