

PLATFORM USER TERMS

These Terms and any Order Form (together **Agreement**) apply to the acquisition and use by you of services provided by Coote O'Grady Ltd, trading as COG Legal, a company incorporated in England and Wales with company number 10169973 whose registered office is at 14 Station Road, East Boldon, England, NE36 0LD (each of us a party and together the parties) including your use of the Platform. By signing an Order Form, clicking "I agree", creating an account or accessing or using the Platform you agree to be bound by the Agreement. If there is an Order Form or separate agreement between us and your organisation governing use of the Platform, that Order Form or separate agreement will take precedence over these Terms to the extent of any inconsistency.

1. DEFINITIONS

1.1. The following defined terms are used in the Agreement:

- (a) **Affiliate** means, in relation to any company, any subsidiary or holding company of that company (at any level) or any subsidiary of any such holding company, or any entity that directly or indirectly controls, is controlled by, or is under common control with such entity.
- (b) **Applicable Law** means all applicable laws, regulations and regulatory requirements, as amended and in force from time to time.
- (c) **Business day** means a day other than a Saturday, Sunday or bank or public holiday in England.
- (d) **Commencement Date** means the date set out in the Order Form or, where there is no Order Form, the date on which the User accesses the Platform.
- (e) **Data Protection Laws** means all applicable laws and regulations relating to the processing of personal data and privacy including, if relevant, the GDPR, the Data Protection Act 2018, any amendment, consolidation or re-enactment thereof, any legislation of equivalent purpose or effect enacted in the United Kingdom, and any orders, guidelines and instructions issued under any of the above by relevant regulatory authorities.
- (f) **Documentation** means any and all analytical documents, summaries, user manuals, technical manuals, and any other materials, in any form, provided by us in connection with the Platform and its functions.
- (g) **End-Client** means, where the User is a Law Firm, a client of that Law Firm.
- (h) **Force Majeure Event** means an event beyond the control of a Party which is not attributable to its fault or negligence.
- (i) **GDPR** means the General Data Protection Regulation (EU 2016/679).
- (j) **Good Industry Practice** means the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be expected from a leading company within the relevant industry or business sector.
- (k) **Intellectual Property Rights** means all intellectual property rights wherever in the world, whether registrable or unregistrable, registered or unregistered, including any application or right of application for such rights (and these "intellectual property rights" include copyright and all related rights, moral rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trade-marks, service marks, passing off rights, unfair competition rights, patents, and rights in designs).
- (l) **Law Firm** means any legal service provider contracted by an End-Client to provide legal services that submits invoices through the Platform.
- (m) **Order Form** means the electronic or physical form ordering our services and incorporating these Terms.
- (n) **Personal Data, Data Controller, Data Processor, Data Subject, Supervisory Authority and processing** shall have the meanings given to them in the Data Protection Laws.
- (o) **Platform** means the legal spend management platform (owned by us and our third party licensors), as updated from time to time. Such Platform includes: all related documentation and materials (made available to you), set up files, log files, analytics generated data and meta data, but excludes your information systems and any public communications network.
- (p) **Privacy Policy** means the privacy policy contained on our website.
- (q) **Term** means the term set out in the Order Form or, where there is no Order Form, the period during which we provide services to you.
- (r) **User** means a user of the Platform.
- (s) **User Data** means the data inputted by or on behalf of you and any data generated by you, or derived from your use of the Platform and Documentation, whether hosted or stored within the Platform and Documentation or elsewhere.
- (t) **Viruses** 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.

- (u) **Vulnerability** means a weakness in the computational logic (for example, code) found in software and hardware components that, when exploited, results in a negative impact to confidentiality, integrity, or availability, and the term Vulnerabilities shall be construed accordingly.

2. AGREEMENT AND ACCESS

- 2.1. We shall make available to you the Platform and Documentation solely for your and your Affiliates' internal business operations during the Term. You shall ensure that your Affiliates comply with all obligations under the Agreement as if they were to be performed by such Affiliate.
- 2.2. You shall:
 - 2.2.1. provide us with: (i) all necessary co-operation in relation to the Agreement; and (ii) all necessary access to such information as may be required by us, to the extent required to provide the Platform and the Documentation, including but not limited to User Data and security access information; and
 - 2.2.2. without affecting your other obligations under the Agreement, comply with all Applicable Laws and regulations with respect to your activities under the Agreement.
- 2.3. You shall have sole responsibility for the legality, reliability, integrity, accuracy, and quality of all User Data that you submit through the Platform. You must ensure that all User Data is accurate, complete, and complies with Applicable Laws and regulations.
- 2.4. You hereby grant us a non-exclusive, worldwide, royalty-free license for the duration of the Term and thereafter solely for anonymised and aggregated use to use, process, store, and otherwise handle the User Data for the following purposes:
 - 2.4.1. the functioning of the Platform;
 - 2.4.2. the performance of the obligations set out in the Agreement or an agreement between us and an End-Client;
 - 2.4.3. compliance with legal and regulatory obligations, industry standards, and internal policy requirements;
 - 2.4.4. anonymising or aggregating User Data to enhance our products and services, including the development of new features, insights, and analytics, provided that such use does not identify you or any individual; or
 - 2.4.5. any other purposes reasonably necessary for the administration and performance of the Platform and Documentation, including troubleshooting, data analysis, and testing.
- 2.5. You acknowledge that we may sub-license these rights to our Affiliates, contractors, or third-party service providers, as necessary, to fulfil our obligations under the Agreement.
- 2.6. You warrant at all times that:
 - 2.6.1. you have the right, power, and ability to enter into and perform the Agreement and if you are accepting the Agreement on behalf of an organisation you represent that you have authority to bind that organisation;
 - 2.6.2. you have, and shall comply with, all necessary rights, consents, licenses, and approvals for the operation of your business and to allow you to access and use the Platform in compliance with the Agreement and Applicable Law;
 - 2.6.3. your use of the Platform and Documentation does not violate or infringe upon any third-party rights, including Intellectual Property Rights, and you have obtained, as applicable, all necessary rights and permissions to enable your use of content in connection with the Platform; and
 - 2.6.4. all information you provide to us, including the User Data, is accurate and complete.
- 2.7. We may modify the Platform and Documentation at any time, including adding or removing functionality or imposing conditions on your use of the Platform and Documentation. We will notify you of material adverse changes in, deprecations to, or removal of functionality from, the Platform and Documentation that you are using. We can update the Platform and/or Documentation from time to time. We are not obligated to provide any updates.
- 2.8. We may subcontract our obligations under the Agreement to third parties.
- 2.9. We are not responsible for the payment of any invoices submitted through the Platform. Our services do not guarantee that invoices will be paid by End-Clients, whether on time or at all. Any claims regarding late payment or non-payment of invoices will be brought solely against an End-Client. We bear no responsibility if there is any objection to or dispute of any invoice or User Data submitted through the Platform. We are not liable for any delays in payment or non-payment of invoices, regardless of whether such invoices were processed through our Platform.

2.10. You are solely responsible for ensuring your use of the Platform and Documentation complies with any contractual obligations to End-Clients. We do not assume any liability for your failure to meet such obligations.

3. RESTRICTIONS

- 3.1. You agree to use the Platform solely for the purpose of submitting User Data. You must not, and must not enable or allow any third party to:
- 3.1.1. work around any of the technical limitations of the Platform and Documentation or enable functionality that is disabled or prohibited, or access or attempt to access our systems, programs, data, or services;
 - 3.1.2. except as Applicable Law permits, reverse engineer or attempt to reverse engineer the Platform and Documentation;
 - 3.1.3. use the Platform and Documentation to engage in any activity that is illegal, fraudulent, deceptive or harmful;
 - 3.1.4. perform or attempt to perform any action that interferes with the normal operation of our services or affects other users;
 - 3.1.5. exceed any Platform and Documentation usage limitations if there are any stated in the Documentation; or
 - 3.1.6. distribute or transmit to us any Viruses or Vulnerability and you shall implement procedures in line with Good Industry Practice to prevent such distribution or transmission;
 - 3.1.7. store, access, publish, disseminate, distribute or transmit any material which: (i) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; (ii) facilitates illegal activity; (iii) depicts sexually explicit images; (iv) promotes unlawful violence; (v) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or (vi) is otherwise illegal or causes damage or injury to any person or property,
- 3.2. If there is a breach of clause 3.1 we reserve the right to disable your access to the Platform and Documentation for the duration of time that the breach remains unremedied.
- 3.3. We will provide you with support as reasonably determined by us as being required to resolve general issues relating to your Platform access and your use of the Documentation through resources and documentation that we make available on our Platform and in the Documentation. Our support is also available by contacting us at info@coglegal.com

4. FEES

- 4.1. If we have agreed fees in relation to your use of the Platform or the provision of other services by us to you, you must pay such fees when due.
- 4.2. In the event you fail to pay any agreed Service Fee by the due date, we reserve the right to increase the percentage of spend chargeable up to a maximum of 2% above the standard rate.
- 4.3. Your continued access to the Platform and our continued provision of any other services to you are contingent upon timely payment of all fees. If you fail to pay any fees by the due date, we reserve the right to suspend your access to the Platform and to suspend providing any other services. Access will be reinstated and we shall continue to provide any other services promptly upon receipt of all outstanding payments. In addition, if you fail to pay any fees by the due date and you do not remedy such default within 30 days of written notice from us requiring you to do so we may terminate the Agreement.
- 4.4. Service Fees are calculated based on invoices released to an End-Client for payment, regardless of whether the End-Client has made payment.
- 4.5. If any portion of an invoice submitted through the Platform is disputed, the Service Fee shall only be calculated on the undisputed portion until the dispute is resolved.
- 4.6. We shall not be responsible for any delays in payments by End-Clients in any circumstances.
- 4.7. We reserve the right to adjust any fees upon providing 30 days' written notice. Any such changes will only apply to invoices submitted after the effective date of the change.
- 4.8. All fees are exclusive of applicable taxes such as value-added tax. You are responsible for paying all taxes associated with your use of the Platform, except for taxes based on our net income.

5. INTELLECTUAL PROPERTY RIGHTS

- 5.1. Subject to the terms of the Agreement, we grant you a worldwide, non-exclusive, non-transferable, non-sublicensable, royalty-free license during the Term to access the Documentation, as well as to access and use the Platform, as long as your access and use is in compliance with the Agreement and the Documentation.
- 5.2. You acknowledge that all Intellectual Property Rights in the Platform and Documentation, as well as in any other deliverables issued by us, anywhere in the world belong to us or our licensors, and that you have no

rights in, or to, the Platform and Documentation other than the right to use them in accordance with the terms of the Agreement.

- 5.3. You acknowledge that you have no right to have access to any software in source code form.
- 5.4. During the Term, you and your Affiliates may provide feedback to us. You grant, on behalf of yourself and your Affiliates, to us and our Affiliates a perpetual, worldwide, non-exclusive, irrevocable, royalty-free license to exploit that feedback for any purpose, including developing, improving, manufacturing, promoting, selling and maintaining our services. All feedback is our confidential information.

6. PRIVACY, DATA USE AND SECURITY

6.1. Roles of the parties:

6.1.1. For the purposes of the Data Protection Laws, you shall be the Data Controller and we shall be the Data Processor in respect of any Personal Data processed by us on your behalf.

6.1.2. Each party shall comply with its respective obligations under the Data Protection Laws.

6.1.3. The processing of the Personal Data by us shall be for the subject-matter, duration, nature and purposes and involve the types of Personal Data and categories of Data Subjects set out in the Schedule below.

6.2. Your Obligations:

6.2.1. You warrant and represent that you have all necessary rights, consents, and legal bases to process the Personal Data and to transfer such Personal Data to us for processing in accordance with the Agreement, including any Personal Data that you upload relating to an End-Client.

6.2.2. You shall ensure that your instructions to us regarding the processing of Personal Data comply with all applicable Data Protection Laws.

6.2.3. You are responsible for the accuracy, quality, and legality of the Personal Data provided to us and the means by which you acquired such Personal Data.

6.2.4. When you provide Personal Data to us, or authorise us to collect Personal Data, you must provide all necessary notices to and obtain all necessary rights and consents from the applicable individuals sufficient to enable us to lawfully collect, use, retain and disclose the Personal Data in the ways the Agreement and our Privacy Policy describe. You will determine the content of the notices you provide to your customers.

6.3. Our Obligations:

6.3.1. We shall process the Personal Data only on your documented instructions, including with regard to transfers of Personal Data to a third country or an international organisation, unless required to do so by Applicable Law.

6.3.2. We shall ensure that persons authorised to process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

6.3.3. We shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, taking into account the state of the art, the costs of implementation, and the nature, scope, context, and purposes of processing.

6.3.4. We shall assist you in responding to requests from Data Subjects exercising their rights under the Data Protection Laws.

6.3.5. We shall assist you in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR, taking into account the nature of processing and the information available to us.

6.3.6. At your choice, we shall delete or return all Personal Data to you after the end of the provision of services relating to processing, and delete existing copies unless Applicable Law requires storage of the Personal Data.

6.3.7. We shall make available to you all information necessary to demonstrate compliance with the obligations laid down in this clause and allow for and contribute to audits, including inspections, conducted by you or another auditor mandated by you, provided that such audits shall be conducted no more than once per year unless required by a Supervisory Authority.

6.4. Sub-processors:

6.4.1. You provide general authorisation for us to engage sub-processors for the processing of Personal Data, provided that we:

6.4.1.1. maintain an up-to-date list of sub-processors, which shall be made available to you upon request;

6.4.1.2. impose data protection terms on any sub-processor we appoint that require it to protect the Personal Data to the standard required by Data Protection Laws; and

6.4.1.3. remain fully liable for all acts or omissions of any sub-processor appointed by us.

6.5. International Transfers:

6.5.1. We shall not transfer Personal Data outside of the UK or EEA unless we have taken such measures

as are necessary to ensure the transfer is in compliance with Data Protection Laws. Such measures may include (without limitation) transferring the Personal Data to a recipient in a country that the European Commission has decided provides adequate protection for Personal Data, to a recipient that has achieved binding corporate rules authorisation in accordance with Data Protection Laws, or to a recipient that has executed standard contractual clauses adopted or approved by the European Commission.

6.6. Data Breach:

6.6.1. We shall notify you without undue delay upon becoming aware of a Personal Data breach affecting the Personal Data processed on your behalf, providing you with sufficient information to allow you to meet any obligations to report or inform Data Subjects of the Personal Data breach under the Data Protection Laws.

6.6.2. We shall co-operate with you and take such reasonable commercial steps as are directed by you to assist in the investigation, mitigation and remediation of each such Personal Data breach.

6.7. Record Keeping:

6.7.1. We shall maintain complete and accurate records and information to demonstrate our compliance with this clause 6 and the Data Protection Laws.

6.7.2. We shall make such records available to the relevant Supervisory Authority on request.

6.8. Data Retention. We are not obligated to retain data after the Term, except as (a) required by Applicable Law; (b) required for us to perform any post-termination obligations; (c) the Agreement otherwise states; or (d) the parties otherwise agree in writing.

6.9. Indemnity. You shall indemnify us against all liabilities, costs, expenses, damages and losses of any kind (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs and all other reasonable professional costs and expenses) suffered or incurred by us arising out of or in connection with your breach of any Data Protection Laws or this clause 6.

7. TERM, TERMINATION, SUSPENSION AND SURVIVAL

7.1. The Agreement shall come into force on the Commencement Date and shall continue until the expiry of the Term or until terminated in accordance with the terms of the Agreement.

7.2. Where there is an Order Form the Term shall automatically renew for an additional period of the same duration unless either party provides to the other written notice of termination at least 90 days prior to the expiry of the Term.

7.3. Where there is no Order Form either party may terminate the Agreement at any time by providing the other party with at least 10 Business Days' prior written notice.

7.4. We may terminate the Agreement if we exercise our right in clause 7.7 to suspend your access to the Platform and do not reinstate the suspended access to the Platform within 30 days.

7.5. Either party may terminate the Agreement immediately upon notice to the other if required to do so by Applicable Law, if the other party suffers an insolvency event or if the other party materially breaches the Agreement, and if the breach is capable of cure, does not cure it within 10 Business Days after receiving notice specifying the breach.

7.6. On termination for any reason:

7.6.1. all rights granted to you under the Agreement shall cease;

7.6.2. you must immediately cease all activities authorised by the Agreement;

7.6.3. you must immediately and permanently delete or disable interfaces to the Platform from all computer equipment in your possession, and immediately destroy, delete or return to us all copies of the Documentation then in your possession, custody or control and, in the case of destruction or deletion, certify to us that you have done so; and

7.6.4. we shall permanently delete all User Data from the Platform within 30 days of termination.

7.7. We may immediately suspend providing access to the Platform and Documentation to you if:

7.7.1. we believe it will violate any Applicable Laws, or governmental authority requirement;

7.7.2. a governmental authority requires or directs us to do so; or

7.7.3. you breach the Agreement.

7.8. The following provisions will survive termination of the Agreement:

7.8.1. provisions that by their nature are intended to survive termination; and

7.8.2. provisions that allocate risk or limit or exclude a party's liability, to the extent necessary to ensure that a party's potential liability for acts and omissions that occur during the Term remains unchanged after the Agreement terminates.

7.9. Termination or expiry of the Agreement shall not affect either party's accrued rights or liabilities which have accrued up to such date.

8. NO WARRANTY

- 8.1. We make no warranty that the Platform and Documentation will meet your requirements or that their operation will be uninterrupted or error-free.
- 8.2. You use the Platform and Documentation at your own risk and we will not be liable for any defects or faults arising from your misuse or failure to follow the terms of the Agreement.

9. DISCLAIMER AND LIMITATION OF LIABILITY

- 9.1. The Platform, Documentation and any related technology are provided "AS IS" and "AS AVAILABLE." Except as explicitly stated otherwise, we disclaim all warranties, express or implied, to the fullest extent permitted by law, including but not limited to implied warranties of fitness for a particular purpose, merchantability, and non-infringement. We are not liable for any losses, damages, or costs arising from unauthorised access, hacking, or tampering with the Platform, Documentation or data, nor for losses due to service interruptions, bugs, viruses, errors, or other issues.
- 9.2. We shall not in any circumstances whatsoever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Agreement for: (i) loss of profits, sales, business, or revenue; (ii) business interruption; (iii) loss of anticipated savings; (iv) wasted expenditure; (v) loss or corruption of data or information; (vi) loss of business opportunity, goodwill or any special, indirect or consequential loss, damage, charges or expenses.
- 9.3. Our maximum aggregate liability under or in connection with the Agreement whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to the greater of (i) the total amount of fees paid by you during the three months prior to the event causing the liability; or (ii) £500.
- 9.4. Nothing in the Agreement shall limit or exclude our liability for: (i) death or personal injury resulting from our negligence; (ii) fraud or fraudulent misrepresentation; or (iii) any other liability that cannot be excluded or limited by English law.
- 9.5. The Agreement sets out the full extent of our obligations and liabilities in respect of the supply of the Platform and Documentation and any other services. Except as expressly stated in the Agreement, there are no conditions, warranties, representations or other terms, express or implied, that are binding on us. Any condition, warranty, representation or other term concerning the supply of the Platform and Documentation or any other services which might otherwise be implied into, or incorporated in, the Agreement whether by statute, common law or otherwise, is excluded to the fullest extent permitted by law.

10. CONFIDENTIALITY

- 10.1. Each party (**Receiving Party**) shall:
 - 10.1.1. keep confidential any information that is confidential in nature concerning the other party and/or its Affiliates (including (to the extent confidential) any details of its business, affairs, customers, clients, suppliers, plans or strategy) which is provided or made available by the other party to the Receiving Party under or in connection with the Agreement (**Confidential Information**); and
 - 10.1.2. not use, or disclose to any person, the other party's Confidential Information, except as permitted by this clause.
- 10.2. The Receiving Party may:
 - 10.2.1. disclose any Confidential Information to any of its employees, officers, representatives, subcontractors or advisers (**Representatives**) who need to know the relevant Confidential Information for the purposes of the performance of any obligations under the Agreement, provided that the Receiving Party must ensure that each of its Representatives to whom Confidential Information is disclosed is aware of its confidential nature and agrees to comply with this clause as if it were the Receiving Party;
 - 10.2.2. disclose any Confidential Information as may be required by law, any court, any governmental, regulatory or supervisory authority (including any securities exchange) or any other authority of competent jurisdiction to be disclosed; and
 - 10.2.3. use Confidential Information only to the extent reasonably necessary to perform its obligations under the Agreement.
- 10.3. Each party recognises that any breach or threatened breach of this clause may cause irreparable harm for which damages may not be an adequate remedy. Accordingly, in addition to any other remedies and damages, the parties agree that the non-defaulting party may be entitled to the remedies of specific performance, injunction and other equitable relief without proof of special damages.
- 10.4. The Receiving Party shall give notice to the other party of any unauthorised use, disclosure, theft or loss of its Confidential Information immediately upon becoming aware of the same.

- 10.5. The provisions of this clause shall not apply to information which:
- 10.5.1. is or comes into the public domain through no fault of the other party, its officers, employees, agents or contractors;
 - 10.5.2. is lawfully received by the Receiving Party from a third party free of any obligation of confidence at the time of its disclosure;
 - 10.5.3. is independently developed by the Receiving Party, without access to or use of the other party's Confidential Information; or
 - 10.5.4. is required by law, by court or governmental or regulatory order to be disclosed provided that a party, where possible, notifies the other party at the earliest opportunity before making any disclosure.
- 10.6. This clause shall continue to apply after termination or expiry of the Agreement.

11. GENERAL

- 11.1. Entire Agreement. The Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that in entering into the Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Agreement.
- 11.2. Amendments. We reserve the right to amend the Terms from time to time. We will provide you with at least 30 days' notice of any material changes to the Terms. If you do not agree to the amended terms, you must stop using the Platform and Documentation before the end of the notice period. Your continued use of the Platform and Documentation after the end of the notice period constitutes your acceptance of the amended terms. Notwithstanding the foregoing, changes to third-party services, changes made for legal reasons, and changes made to beta services may be effective immediately without notice.
- 11.3. Waiver. A waiver of any right or remedy under the Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 11.4. Severability. If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Agreement. If any provision or part-provision of the Agreement is deemed deleted under this clause, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 11.5. Assignment. You shall not, without our prior written consent, assign, transfer, charge, sub-contract or deal in any other manner with all or any of your rights or obligations under the Agreement. We may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of our rights or obligations under the Agreement.
- 11.6. No Partnership or Agency. Nothing in the Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 11.7. Force Majeure. Neither party shall be liable for any breach of its obligations hereunder, except in respect of payment, resulting from a Force Majeure Event. A party shall give notice forthwith to the other upon becoming aware of a Force Majeure Event, such notice to contain details of the circumstances giving rise to the Force Majeure Event. If a default due to a Force Majeure Event shall continue for more than 30 days, then the party not in default shall be entitled to terminate the Agreement. Neither party shall have any liability to the other in respect of the termination of the Agreement as a result of a Force Majeure Event, but such termination shall not affect any pre-existing rights or obligations of either party.
- 11.8. Third Party Rights. A person who is not a party to the Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.
- 11.9. Notices. Any notice or other communication given to a party under or in connection with the Agreement shall be in writing and shall be sent by email to the email address specified in an Order Form or, where there is no Order Form, to the email address specified in your account settings. Any notice or communication shall be deemed to have been received at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. Any change to the email address of a party shall be notified to the other party in accordance with this clause and shall be effective

- (a) on the date specified in the notice as being the date of such change; or (b) if no date is so specified, five Business Days after the notice is deemed to be received. This clause does not apply to the service of any proceedings or other documents in any legal action.
- 11.10. Interpretation. Any words following the terms "including", "include", "in particular", "for example" or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular. A reference to writing or written includes email. Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 11.11. Dispute Procedure. If there is a dispute relating to the Agreement the dispute shall be referred in writing to our relevant Account Manager and a relevant individual at your organisation (the **Representatives**) for resolution. The Representatives shall meet to resolve the dispute as soon as reasonably practicable after referral and in any event with five Business Days of such referral. If the Representatives are unable to resolve the dispute within 10 Business Days of it being referred to them, then the dispute shall be referred in writing to the parties' CEOs (or equivalent). The CEOs shall meet to resolve the dispute as soon as reasonably practicable after referral and in any event within 5 Business Days of such referral. If the CEOs are unable to resolve the dispute within 10 Business Days of it being referred to them, or within such further period as the parties may agree in writing, either party shall be free to take such action as it sees fit to resolve the dispute in accordance with clauses 11.12 and 11.13 (Governing Law and Jurisdiction). No party may commence any court proceedings in relation to a dispute until it has first attempted to settle such dispute in accordance with this clause. The performance of the parties' obligations under the Agreement shall not cease or be delayed by this clause and each party shall continue to fulfil its respective obligations under the Agreement. The existence of a dispute and negotiations connected with such dispute shall constitute Confidential Information. Nothing in this clause shall prevent either party at any time from applying for ancillary relief (including injunctive relief) in connection with any dispute.
- 11.12. Governing Law. The Agreement will be governed by the laws of England and Wales, without regard to its conflict of law principles.
- 11.13. Jurisdiction. Any disputes arising out of or in connection with the Agreement will be subject to the exclusive jurisdiction of the courts of England and Wales.

Schedule – Data Processing Details

Subject-matter of processing: The performance by us of the Agreement.

Duration of the processing: Until the earlier of final termination or final expiry of the Agreement, except as otherwise expressly stated in the Agreement.

Nature and purpose of the processing: Processing in accordance with the rights and obligations of the parties under the Agreement; processing as reasonably required to provide the Platform and services; processing as initiated, requested or instructed by you in connection with the Agreement or your use of the Platform, in each case in a manner consistent with the Agreement; and/or otherwise in accordance with the nature and purpose identified in the Agreement.

Type of Personal Data: Personal Data may include, but is not limited to the following categories of Personal Data: First and last name; Title; Position; Contact information (company, email address, phone number, physical business address); ID data; Localisation data.

Categories of Data Subjects: Users, employees, customers or other Data Subjects.