APTECO SOFTWARE LICENCE

AGREEMENT

This Software Licence Agreement is made

BETWEEN

(1) Apteco Limited, (registered in England with company number: 3982815) whose registered office is at Tink-a-Tank House, 21 Jury Street, Warwick, CV34 4EH, United Kingdom ("Apteco", “we”, “us”, “our”); and

(2) An organisation using the Apteco Instant Insights service ("Licensee", “you”, “your”).

DATED

When first accepted by any user from Licensee ticking the box and pressing ‘Accept’ to proceed to access the Apteco software.

WHEREAS

(A) You wish to obtain a licence to use the Software and Documentation and optionally to operate the Services detailed in the Confirmation of Order in Annex 2.

(B) Pursuant to this Software Licence, Apteco agrees to license to you, and you agree to license from Apteco, the Materials and optionally to operate associated Services, subject to and in accordance with the terms and conditions of this Software Licence.

IT IS AGREED as follows:

1. DEFINITIONS

1.1 In this Software Licence, the following expressions have the following meanings:

Applicable Laws: the laws of England and Wales;

Bundle: a specified set of software functionality licensed together, as described from time to time on Apteco’s website;

Bureau Service: any service provided by you (and to which we have expressly consented in writing) using the Materials or Services which creates revenue for you, including but not limited to processing the data of third parties;

Commencement Date: the date on which your licence to use the Materials and optionally the Services commences as set out in the Software Configuration;

Confirmation of Order: the details provided in Annex 2 representing your order for your licence or renewal of the Materials;

Data Centre: a single physical location used for storing, processing and disseminating data and software;

Data Controller, Data Processor, Personal Data and **Processing:** as defined in the Privacy and Data Security Legislation.

Documentation: the online help or other documentation we provide for use in conjunction with the Software;

Error: any programming bug, defect or fault in the Software which significantly affects the functionality of the Software compared to the Documentation and which bug, defect and/or fault is demonstrable by you;

EU GDPR: the General Data Protection Regulation (EU) 2016/679, as it has effect in EU law;

Group: in relation to a company, that company, any company of which it is a subsidiary (its holding company) and any other subsidiary of such holding company;

Insolvency Event: any of the following:

(a) the other party suspends or threatens to suspend payment of its debts, is unable to pay or admits inability to pay its debts or is deemed unable to pay its debts;

(b) the other party makes a proposal for or enters into any compromise or arrangement with any of its creditors (other than for a solvent reconstruction);

(c) a petition is filed, a notice is given, a resolution is passed, or an order is made for the winding up of that other party (other than for a solvent reconstruction);

(d) a notice of intention, application or order is made for the appointment of an administrator;

(e) a person becomes entitled to appoint a receiver or administrative receiver over any assets of the other party;

(f) a creditor attaches or takes possession of, or any process is enforced against any the other party's assets;

(g) the other party applies for or obtains a moratorium under Part A1 of the Insolvency Act 1986;

(h) any event occurs that has an effect equivalent or similar to any of the above in any jurisdiction;

Intellectual Property Rights: any and all intellectual and industrial property rights in any part of the world including rights in or in connection with:

(a) inventions and patents (including supplementary protection certificates);

(b) copyright (including the rights to secure copyright renewals and extensions of copyright, copyright not yet in existence but that comes into existence in the future and all other rights of a like nature by law in force in any part of the World) and moral rights;

(c) Trade Marks, service marks and business and / or trade names;

(d) design rights and topography rights;

(e) database rights,

together with all other rights of a similar or corresponding character or nature whether or not now existing or that come into existence in the future and whether or not registered or registrable and includes all applications and rights to apply for registration of such rights and includes all renewals and extensions and (without limitation) all rights of action and remedies in relation to past infringements;

Licence Fee: the fee specified in the Confirmation of Order and as notified to you by us and payable by you to us (in accordance with such Confirmation of Order) in respect of your use of the Materials;

Licensed User: any person nominated by you to which a named user account to use the Materials (such use to be in accordance with this Software Licence and the Licensed User Terms of Use) has been allocated, the maximum quantity of such Licensed Users to be as set out in the applicable Software Configuration;

Licensed User Terms of Use: the licence terms applicable to the use of the Materials and Services by any Licensed User, as such terms and conditions of use are set out in Annex 1 of this Software Licence;

Materials: the Software and the Documentation;

Non-Production Work: means use of the Software solely for testing of the Materials and Services and for backup and disaster recovery;

Patch: a special instance of an Update required to resolve a particular Error with the Software, as made available by us at any time between the standard release intervals for Updates, at no additional cost to you;

Personal Information: Personally Identifiable Information as defined by the Privacy and Data Security Legislation;

Privacy and Data Security Legislation: means

(a) to the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of Personal Information.

(b) to the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which Apteco is subject, which relates to the protection of Personal Information.

Service Commencement Date: the date on which Apteco provides each and any Service to you, as specified in the Confirmation of Order.

Services: any or all of those services that Apteco agrees to provide to you as part of the Software that may be measured or chargeable based on your usage, as set out in the applicable Software Configuration. Such Services may include (as applicable) the Apteco email service, the Apteco SMS service, the Apteco WhatsApp service, the Apteco Bing mapping service, the Apteco data enrichment service, Orin artificial intelligence service and such other internal and externally integrated chargeable and free of charge services as Apteco may agree to make available to you from time to time.

Services Fee: those costs associated with the use of Services and which Apteco may calculate from your volume of usage and which Apteco may require to be paid in advance or arrears.

Software: such Apteco software as set out in the applicable Software Configuration, and for the avoidance of doubt, any use of the expression “Software” in this Software Licence shall include where the context requires (unless expressly stated to the contrary) any applicable Software Updates made available in respect of that Software;

Software Configuration: the summary specification with that title in the Confirmation of Order which sets out the Bundle(s) of Software licensed to you, the Services made available to you, the Commencement Date and the Term, the maximum number of Licensed Users, the Volume Capacity of the Software and your specific rights and obligations as well as any restrictions and any other terms in relation to the Software including any permission to provide Bureau Services. The Software Configuration forms part this Software Licence Agreement;

Software Improvement Programme: the programme through which we gather usage data in relation to the Materials;

Software Licence: this software licence.

Software Update: any Patch or Update to Software in respect of defined Software versions and made in accordance with clause 4;

Term: the term of the licence to use the Materials and Services as set out in the applicable Software Configuration, as such term may be renewed from time to time;

Trade Marks: the registered and unregistered trade marks (including any applications for the same) owned by or licensed to us and used by us in relation to the Materials;

UK GDPR: has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the UK Data Protection Act 2018.

Update: a routine software release made available by us which may include bug fixes and/or enhancements to the functionality of the Software, to be made available at no additional cost to you;

Upgrade: a change in the configuration of the Software which either encompasses:

(a) a change in the configuration of the Software to allow for different numbers and types of Users, volumes of data or functionality; or

(b) materially different functionality from previous versions of the Software (as determined by Apteco in its sole discretion),

and which, in either case, is subject to new commercial terms including as to price;

User: Licensed Users and Unlicensed Users;

Unlicensed User: a person (whether or not employed by the Licensee) who:

(a) receives an invitation from another User to use the Materials; and

(a) is not a Licensed User; and

(b) by virtue of the Unlicensed User Terms of Use (to which the Unlicensed User is subject), may operate only certain restricted parts of the Materials connected to a licensed instance of the Materials;

Unlicensed User Terms of Use: the terms and conditions of use applicable to the use of the Materials by any Unlicensed User, as such terms of use are set out in Part 2 of this Software Licence;

Volume Capacity: the maximum volume of data, maximum number of databases and/or maximum volumes of Service usage (as applicable) which you are permitted to use in respect of the Software, as specified in the Software Configuration.

Year: the period of twelve months commencing on the Commencement Date or any anniversary thereof.

2. RIGHT TO USE THE MATERIALS

2.1 In consideration of you agreeing to the terms of this Software Licence and subject to payment of the Licence Fee and any associated fees for Services, we grant to you a non-exclusive, non-transferable licence to use (and to permit Users to use) the Materials and the Services for the Term subject to the conditions set out in this Software Licence and the Software Configuration made available to you by us.

2.2 We reserve the right to change the features within the Materials and the modular structure of the Materials from time to time at our sole discretion. Such changes shall only take effect on and from the next renewal date unless the changes are enhancements and/or bug fixes to existing functions or modules, in which case the enhancements and/or bug fixes will apply in the next available Software Update.

2.3 We reserve the right to change the nature and the availability of the Services and change the associated Service Fees from time to time at our sole discretion within the Term and will provide you with the option of a refund of any Service Fees paid in advance for any Service which Apteco cease to make available.

2.4 We undertake that we shall use commercially reasonable endeavours to:

2.4.1 design, develop and maintain the Software to provide the functions described in the Documentation;

2.4.2 protect the Materials from malicious code using current industry standard detection techniques;

2.4.3 provision Services with the functions described in the Documentation;

2.4.4 configure, monitor and adjust use of artificial intelligence mechanisms within the Materials and Services

2.5 You undertake that you shall:

2.5.1 access the Software using a web browser with the specific URL or programmatically to access the API end points at the URLs provided by or on behalf of Apteco and by no other means;

2.5.2 only deploy data to the Software using the specific links and mechanisms provided and authorised by Apteco and by no other means;

2.5.3 only operate the Software within the terms of this Software Licence;

2.5.4 provide us with instructions of an authorised representative for Processing of Personal Information within the terms of a written data processing agreement made between you and us;

2.5.5 inform us promptly of any breach of this Software Licence by you or Users and take all steps we may reasonably require to remedy such breach;

2.5.6 inform us via an authorised representative promptly of any data privacy breach and take all steps we may reasonably require to assist us to remedy such breach;

2.5.7 inform us promptly via an authorised representative of any known or suspected security vulnerability and take all steps we may reasonably require to assist us in remedying such vulnerability;

2.5.8 use and maintain (at your cost) your network connections and systems and user devices and ensure that these meet the minimum specification we have agreed; and

2.5.9 procure, maintain and secure your network connections and telecommunications links from your systems to the internet, and, for the avoidance of doubt, you shall be responsible for all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to your network connections or telecommunications links or caused by the internet;

2.5.10 procure that all Users comply with this Software Licence;

2.5.11 not create excessive load on the Software with the intention to deny access to Apteco or other users;

2.5.12 not upload any form of executable code to the Software and not insert malware, viruses or any form of self-replicating application which harms or may potentially harm the operation of the Software or the data used by the Software;

2.5.13 not use the Software to store or send any form of material 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, would be restricted if in printed form or public discourse under Applicable Laws or is otherwise illegal or causes damage or injury to any person or property in accordance with Applicable Law;

2.5.1 not perform any type of port scan, performance, security or other test on the Software other than with written permission from us.

2.6 We will:

2.6.1 grant you access to the Materials and Services within the terms of this Software Licence;

2.6.2 use commercially reasonable endeavours to maintain access to the Materials and Services for use through a web browser and through the published API endpoints and for data deployment at all times other than scheduled maintenance periods which Apteco may publish from time to time ("**Service Hours**") unless:

(a) we have reasonable grounds to believe you have breached this Apteco Software Licence; or

(b) we have reasonable grounds to believe there has been a data breach; or

(c) we have reasonable grounds to believe there may be a security breach; or

(d) we are performing additional scheduled or unscheduled maintenance assessed as necessary in Apteco's sole opinion; or

(e) we have a technical problem;

2.6.3 process your data only in order to enable you to use the Software, for the provision of software support, for the purposes of enforcing our rights and/or performing our obligations under this Software Licence or otherwise in accordance with the terms of a written Data Processing Agreement between us;

2.6.4 attempt to inform you of any period of additional scheduled service downtime during Service Hours;

2.7 If you wish to increase the number of Licensed Users or the Volume Capacity or upgrade the Bundles or add Services, you shall notify us in writing. We shall evaluate such request and respond to you with approval or rejection of the request (such approval to be withheld only for good cause). Where we approve the request, and, subject to payment of an adjusted Licence Fee on a pro rata basis from the date of activation by us, we shall activate the increased Volume Capacity or upgraded Bundles or additional Services in accordance with clause 4.

2.8 You acknowledge that the Software may enable or assist you to access the website content of, correspond with, and purchase products and services from, third parties via third party websites and that you do so solely at your own risk. We make no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third party website, or any transactions completed, and any contract entered into by you, with any such third party. Any contract entered into and any

transaction completed via any third party website is between you and the relevant third party, and not us. We recommend that you refer to the third party's website terms and conditions and privacy policy prior to using the relevant third party website. We do not endorse or approve any third party website nor the content of any of the third party website made available via the Software.

2.9 You undertake that you shall:

2.9.1 only operate the Software and use the Services within the limits described in the Confirmation of Order and/or Software Configuration, including but not limited to:

(a) ensuring that the maximum number of Licensed Users that you are authorised to access and use the Materials shall not exceed the maximum number of Licensed Users as set out in the Software Configuration; and

(b) ensuring that, in your use of the Software and Services, you do not at any time exceed the Volume Capacity as set out in the Software Configuration;

(c) ensuring that in your use of the Services you comply with the limitations of usage as specified in the Software Configuration, the Documentation and/or otherwise communicated to you in writing.

(d) if your use of Services includes the sending of communications to third parties and/or individuals: (i) ensure that all such communication is compliant with applicable Data Protection Regulations; and (ii) publish on your website (and comply with the same) a privacy policy that meets applicable Data Protection Regulations and include appropriate links to that privacy policy;

2.9.2 decide upon and assign any applicable Software features to individual Licensed Users;

2.9.3 in relation to Licensed Users:

(a) not allow or suffer any User subscription to be used by more than one individual Licensed User unless it has been reassigned in its entirety to another individual Licensed User, in which case the prior Licensed User shall no longer have any right to access or use the Materials; and

(b) ensure that each Licensed User keeps a secure password for their use of the Materials, changes such password when required and keeps their password confidential;

2.9.4 choose whether to substitute or replace a person who is assigned as a Licensed User from time to time provided that any such change complies with the conditions set out in the applicable Software Configuration and provided that any reduction in the number of Licensed Users during the Term shall not entitle you to any refund or other form of credit in respect of the Licence Fee;

2.9.5 create databases using the Software up to the permitted Volume Capacity as set out in the applicable Software Configuration;

2.9.6 use any Documentation in support of the use permitted under clause 2.1;

2.9.7 use the Materials for processing data owned by you or data licensed to you for your own use only (and not for processing data owned by or licensed to any third party unless you provide a Bureau Service to such third party and the Software Configuration explicitly grants you permission to provide such Bureau Service);

2.9.8 configure the presentation of the Software using customisation parameters for your brand as documented by us provided that our copyright notice is reproduced and included on any Materials used by you.

2.9.9 recognise that the Software may include artificial intelligence (AI) mechanisms which may produce inaccurate content and incorrect results and that you are responsible for validating the results obtained from AI mechanisms before using or relying on such results.

2.10 If you provide a Bureau Service, you may use the Materials in connection with the provision of a Bureau Service to a customer and use the Materials to process data owned by or licensed to such customer in the performance of such Bureau Service, provided that such right is set out in the Software Configuration.

2.11 For the avoidance of doubt, save as otherwise set out in the Software Configuration, you may not use the Materials to provide a service to any third party business.

2.12 You undertake not to use, reproduce or deal in the Materials in any way except as expressly set out in this Software Licence and you further undertake:

2.12.1 not to rent, lease, sub-license, loan, copy (except as expressly provided in this Software Licence), transfer, modify, adapt, merge, translate, transfer the whole or any part of the Software or the Documentation without our written permission;

2.12.2 not to make alterations to, or modifications of, the whole or any part of the Materials, nor permit the Software or Services or any part of them to be combined with, or become incorporated in, any other programs, unless you are expressly permitted to do so in your Software Configuration;

2.12.3 not to remove or hide copyright and “powered by” messages included in the Materials;

2.12.4 to keep the Materials secure and to maintain accurate and up-to-date records of the number and locations of all copies of the Materials;

2.12.5 to supervise and control use of the Materials and ensure that the Materials are used only by:

(a) Licensed Users in accordance with the Licensed User Terms of Use, the Software Configuration and this Software Licence; and/or

(b) Unlicensed Users in accordance with the Unlicensed User Terms of Use, the Software Configuration and this Software Licence; and/ or

2.12.6 not to provide, or otherwise make available, the Materials in any form, in whole or in part (including, but not limited to, program listings, object code and source code) to any person not having access to the Materials as a Licensed User or Unlicensed User, or via an Administrator Account without our prior written consent;

2.12.7 to comply at all times with the conditions and limitations set out in the Software Configuration;

2.12.8 not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the Software nor attempt to do any such thing; and

2.12.9 access all or any part of the Materials in order to build a product or service which competes with the Materials.

2.13 We reserve the right to monitor how the Materials are used (including as to your compliance with the terms of this Software Licence). The Parties agree that we may do this by obtaining, collecting and/or receiving licence and/or usage data from the Software.

2.14 Except as expressly stated in this Software Licence, you have no right (and shall not permit any third party) to copy, adapt, reverse engineer, decompile, disassemble, modify, adapt or make error corrections to the Software in whole or in part except to the extent that any reduction of the Software to human readable form (whether by reverse engineering, decompilation or disassembly) is necessary for the purposes of integrating the operation of the Software with the operation of other software or systems used by you provided that:

2.14.1 you shall not be entitled to carry out such acts where we are prepared to carry out such action at a reasonable commercial fee or have provided the information necessary to achieve such integration within a reasonable period; and

2.14.2 you shall request that we carry out such action or provide such information (and you shall meet our reasonable costs in providing that information) before undertaking any such reduction.

Any information obtained by you during such activities shall:

2.14.3 only be used for the purpose of achieving inter-operability of the Software with another software program;

2.14.4 not be disclosed or communicated without our prior written consent to any third party; and

2.14.5 not be used to create any software which is substantially similar to the Software.

2.15 You shall not use such Software, Services and/or Materials in connection with any sensitive Personal Data or protected health information or other information that could be deemed to be sensitive Personal Data or protected health information without giving Apteco reasonable prior written notice and obtaining Apteco's prior written consent to the same on the Software Configuration.

2.16 We will cease your access to the Materials and Services:

2.16.1 on expiry of the Term if you inform us that you do not wish to renew for a new period of use in accordance with clause 5.1;

2.16.2 after written notice of no less than fourteen (14) days if you fail to make payment when due and remain in default at the end of such notice period;

2.16.3 immediately if you participate in any attempt to damage or restrict access to the Software,

3. LICENCE VALIDATION

3.1 Unless otherwise agreed between the Parties in writing, the Software will automatically offer your Users the opportunity to participate in the Software Improvement Programme which gathers aggregated data for the purpose of informing future enhancements to the Materials, such data being (for example and without limitation) the frequency of use of software functions and the volume of data input into the Software. Such participation in the Software Improvement Programme is voluntary. No Personal Information is collected or submitted as part of the Software Improvement Programme unless the User is the sole person in your business able to use the Software. If this is the case, the limited amount of Personal Information that may be derived from the aggregated information submitted will be processed in accordance with the Apteco Ltd privacy policy, available at: www.apteco.com/privacy-policy.

4. SOFTWARE UPDATES AND UPGRADES

4.1 Subject to all payments due from you having been paid when they fall due, during the Term, we will from time to time make Software Updates and Upgrades available in respect of the Materials.

4.2 There will be no charge for any Software Update. A charge will apply for any Upgrade. We will confirm the charge to you before you commit to the Upgrade.

4.3 We will apply Software Updates within one month of release and will apply Upgrades within one week of a revised Software Configuration being agreed.

5. LICENCE RENEWAL

5.1 Unless you provide us or we provide you with written notice no later than the scheduled expiry of the Term that you or we (as applicable) wish to terminate this Software Licence, the Term will automatically extend for successive periods each of the same length as the initial Term (and each such period shall form part of the Term).

5.2 The terms set out in this Software Licence as originally agreed shall continue to apply unless an updated version of this Software Licence is presented with a new Software Configuration, in which case the updated version shall apply to any renewal.

5.3 If you or we decide not to renew this Software Licence in accordance with clause 5.1, this Software Licence will expire at the end of the Term, and the Materials (and, for the avoidance of doubt, any Services) shall cease to function upon the day immediately following the expiry of the Term.

5.4 No refund of any Licence Fee is payable if you choose to terminate prior to the expiry of the Term. All outstanding Licence Fees shall remain payable up to the expiry of the Term.

6. WARRANTIES

6.1 With respect to any Software provided under this Software Licence, we warrant that:

6.1.1 we have full capacity and authority to grant the rights specified in this Software Licence;

6.1.2 subject to clause 6.9, the Software will, when properly used on an operating system or device or web browser for which it was designed, perform substantially as described in the Documentation; and

6.1.3 we will use reasonable and up-to-date anti-virus software to test the Software on a regular basis for viruses or other contaminants (including, without limitation, worms, logic bombs, Trojan horses or self-propagating programs).

6.2 With respect to any support services provided by us under this Software Licence, we will perform such services with reasonable care and skill.

6.3 You acknowledge that the Software has not been developed to meet your individual requirements including any particular cybersecurity requirements you might be subject to at law or otherwise, and that it is therefore your responsibility to ensure that the facilities and functions of the Software as described in the Documentation meet your requirements. Accordingly, we do not warrant that the Software will meet your requirements.

6.4 You are solely responsible for your use of the Software and you are responsible for running your own appropriate virus scans or checks on the Software from time to time.

6.5 We do not warrant that the Software (including with any Software Updates applied to it) will be uninterrupted or free of Errors or that defects in the Software and/or applicable Software

Updates will be corrected. You agree that any such interruptions or the existence of any such Errors shall not constitute a breach of this Software Licence.

6.6 Subject to your payment in full of any outstanding unpaid invoices, if you notify us in writing within a reasonable period of time of any Errors in the Software and/ or applicable Software Updates, subject to clause 6.9, we shall endeavour to either (in our sole and absolute discretion):

6.6.1 repair or replace the Software within a reasonable time provided that you make available all information that may be necessary to assist us in resolving the Error, including sufficient information to enable us to recreate the Error; or

6.6.2 provide or authorise a refund.

6.7 The provisions at clause 6.6.1 and 6.6.2 are not cumulative and constitute your sole rights (to be determined at our discretion) in respect of Errors in the Software.

6.8 Upon our notification to you of any refund under clause 6.6.2, you shall immediately cease using the relevant Software.

6.9 The provisions of clause 6.6 shall not apply if:

6.9.1 you altered or modified or authorised a third party to alter or modify any instance of the Software without our prior written approval;

6.9.2 you used any instance of the Software in breach of the terms of this Software Licence.

6.10 We warrant that we have and will maintain all necessary licences, consents, and permissions necessary for the performance of our obligations under this Software Licence.

6.11 We are 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 you acknowledge that the Materials may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

6.12 This Software Licence shall not prevent us 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 Software Licence.

6.13 Where you are purchasing Services:

6.13.1 that include the sending of communications to third parties and/or individuals:

(a) Apteco will use commercially reasonable efforts to deliver your communication messages, however Apteco cannot guarantee delivery. You acknowledge that third party filtering services and other policies of the recipient and of any service provider used may prevent successful delivery of the communications. Apteco is not responsible for any damages or losses arising from a failure of your communication to reach its intended recipients;

(b) Apteco are not liable for any anti-virus or anti-malware scanning of your communications. Apteco is not responsible for any damages or losses arising from the inclusion of viruses or malware of any type in your communications.;

6.13.2 you acknowledge that Apteco may use open-source software in the provision of Services. Apteco makes no representation or warranty whatsoever regarding such software or with regard to any third party products or services which may be recommended for your consideration or provided to you in connection with the Services and such software is subject to the terms of the applicable open source licence;

6.13.3 you acknowledge that you are responsible for encrypting any Personal Data you use in conjunction with the Services and that any communications sent using the Services may be unsecured, may be intercepted by other users of the public internet, and may be stored and disclosed by third parties (such as a recipient's Internet or telecoms service provider);

6.13.4 Apteco shall use commercially reasonable endeavours to ensure that the Services are provided in accordance with any service levels specified in the Software Configuration, subject to any limitations or exceptions specified in the Software Configuration. The Software Configuration will specify the circumstances in which you may (as applicable) be entitled to a service credit as a result of Apteco failing to perform certain Services in accordance with any applicable service levels subject to:

(a) (where applicable) you notifying Apteco where Apteco has failed to perform such Services in accordance with the applicable service levels;

(b) (where applicable) you demonstrating to Apteco's reasonable satisfaction that your use of the Services was adversely affected as a result of Apteco failing to perform such Services in accordance with the applicable service levels;

(c) any applicable financial caps that may apply in respect of the maximum service credits that you may be entitled to in any given period;

(d) the fact that no service credits shall be payable in respect of any period of time during which Apteco is unable to perform such Services in accordance with the applicable service levels due to your act or omission; and

(e) the fact that where service credits are payable to you, such service credits shall be your sole and exclusive remedy in respect of Apteco's failure to perform such Services in accordance with the applicable service levels.

7. PRIMARY LIABILITY OF LICENSEE

7.1 Notwithstanding the provisions of clause 2.12.5, as the licensee in respect of the Materials, you acknowledge that you remain primarily liable to us for any breach of this Software Licence by you and/or by any Users.

7.2 You shall:

7.2.1 provide us with:

(a) all necessary co-operation in relation to this Software Licence; and

(b) all necessary access to such information as may be required by us in order to provide the Materials, including but not limited to any data or Personal Information (to the extent legally permitted), security access information and configuration services;

7.2.2 without affecting your other obligations under this Software Licence, comply with all applicable laws and regulations with respect to your activities under this Software Licence;

7.2.3 carry out all other of your responsibilities set out in this Software Licence in a timely and efficient manner. In the event of any delays in your provision of such assistance as agreed by the parties, we may adjust any agreed timetable or delivery schedule as reasonably necessary;

7.2.4 obtain and shall maintain all consents, and permissions necessary for us, our contractors and agents to perform our obligations under this Software Licence; and

7.2.5 use the Services for commercial and professional purposes only and shall not use the Services in any situation where failure or fault of the Services could lead to death or serious bodily injury of any person or physical or environmental damage.

7.3 You shall own all right, title and interest in and to all data inputted by you, Users, or us on your behalf for the purpose of your use of the Software and you shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such data.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 We retain exclusive ownership and control of the Intellectual Property Rights in the Materials. You acknowledge that rights in the Materials are licensed to you only for a limited period of time and not permanently sold to you, and that you have no rights in, or to, the Materials other than the right to use them in accordance with the terms of this Software Licence.

8.2 You acknowledge that you have no right to have access to the Materials in source code form except when we provide the source code in a public forum.

8.3 All Intellectual Property Rights created, developed or that come into existence in connection with the Materials shall vest in and be held by us upon creation and you agree to execute (at our expense) such confirmations of ownership, assignments or other documents to effect such ownership as may be required.

8.4 You shall notify us without undue delay of any infringement or suspected infringement of any of our Intellectual Property Rights in the Materials and shall assist us at our reasonable request to take steps at our expense to defend our Intellectual Property Rights therein.

8.5 We shall decide, using reasonable discretion, the steps to be taken to prevent or terminate any such infringement including the commencement of legal proceedings where necessary.

8.6 We shall have sole control over those steps or actions as referred to in clauses 8.4 and 8.5 and you shall provide assist us as we reasonably request including the provision of any documents and information.

8.7 You shall not be entitled to use the Trade Marks except in so far as such use is incidental to your use of the Software. All other use of the Trade Marks is expressly prohibited.

8.8 You shall not alter, obscure, remove, interfere with or add to the Trade Marks or any markings or notices affixed to or contained in the Materials.

9. INDEMNITY

9.1 Subject to the remaining provisions of this clause 9, we shall indemnify (and keep you indemnified) from and against any loss, damage or liability, including reasonable legal costs, that may be awarded by a court of competent jurisdiction against you for any claim or alleged or threatened claim that your use of the Materials or Services infringes and/or has infringed the Intellectual Property Rights of any third party (hereinafter, a “Claim”). The indemnity herein does not extend to any Claim:

9.1.1 based upon infringement or alleged infringement of any Intellectual Property caused in whole or in part by the combination of the Materials with other products or software not provided or approved in writing us;

9.1.2 related to or in connection with any modification of the Materials by anyone other than us or not approved in writing by us, or;

9.1.3 arising from any use of the Materials otherwise than in accordance with this Software Licence.

9.2 We agree to give the indemnity under clause 9.1 provided that:

9.2.1 you shall give written notice to us of any such Claims or proceedings without undue delay upon becoming aware of such Claim or threatened Claim;

9.2.2 you shall make no admission of liability and shall give us sole authority to defend or settle such Claim at our cost and expense;

9.2.3 you shall give us all reasonable assistance in connection with such Claim at our cost and expense;

9.2.4 the Claim does not arise as a result of your use of the Materials otherwise than in accordance with this Software Licence.

9.3 In the event of a Claim under clause 9.1, we shall be entitled at our own expense and option either to:

9.3.1 procure the right for you to continue using the Materials or the infringing part thereof;

9.3.2 make such modifications to the Materials or that infringing part so that they or it become non-infringing;

9.3.3 replace the Materials or that infringing part with non-infringing substitutes (and the provisions of this clause 9.3.3 shall apply equally to any such substitutes); or

9.3.4 in the event that clauses 9.3.1 to 9.3.3 are not commercially reasonably available, cease providing access to the Materials and terminate the right to use the Materials and provide a pro rata refund in respect of the Licence Fee from the effective date of termination up to the end of the Term.

9.4 We may exercise our right to modify or replace all or any part of the Materials under clauses 9.3.2 and 9.3.3, provided that such modification or replacement does not cause a material diminution in performance, capacity, resilience or functionality of the Materials.

9.5 Subject to the preceding provisions of this clause 9, we shall pay to you any settlement amounts which we authorise in respect of any Claim or alleged Claim.

9.6 This clause 9 sets out our entire liability to you in respect of the infringement of the Intellectual Property Rights of any third party.

10. CONFIDENTIAL INFORMATION

10.1 Neither party shall disclose to any person (other than with the authority of the other) any Confidential Information concerning the products, customers, business, accounts, finance or contractual arrangements or other dealings, transactions or affairs of the other which may come to that party's knowledge whether before entering into, or during the course of performing its duties under this Software Licence.

10.2 Nothing contained in this clause 10 shall prevent either party from disclosing such Confidential Information:

10.2.1 to any of its employees whose work requires the disclosure of that information provided that any such employees are subject to a confidentiality undertaking upon terms no less onerous than this clause 10;

10.2.2 to any third party based on the operation of law or a binding and enforceable decision of any government department or other authority, court or arbitrator having statutory authority or jurisdiction to require the disclosure of that information;

10.2.3 if that information is at the time of disclosure known to the public through no act or default on the part of either party.

10.3 Nothing in this Software Licence shall require either party to destroy or erase any information held on backup or archival media provided that the receiving party only uses such backup or archival media in the ordinary course of business to maintain safe copies of other information, taking into account applicable data retention periods, and the receiving party does not access the Confidential Information in any way unrelated to the Software Licence and any rights or obligations resulting therefrom and continues to comply with this Software Licence in relation to Confidential Information.

11. SUPPORT

11.1 Support services shall be provided by us direct to you for the Term, as set out in the Confirmation of Order or as otherwise agreed between the parties in writing.

12. LIMITATION OF LIABILITY

12.1 This clause 12.1, together with clauses 12.2, 12.3 and 12.4 below, sets out our entire liability (including any liability for the acts or omissions of our sub-contractors and any member of our Group) in respect of:

12.1.1 any breach of this Software Licence; and

12.1.2 any misrepresentation (innocent or negligent), statement or tortious act or omission including negligence, breach of statutory duty and / or claim in contract or restitution arising under or in connection with the Software Licence.

12.2 Nothing in this Software Licence shall in any way exclude or limit our liability for death or personal injury caused by our negligence or for fraud or fraudulent misrepresentation, or for any other liability that cannot be excluded or limited by Applicable Laws.

12.3 Subject to clause 12.2, neither party shall be liable for any of the following losses or damage (whether or not such losses or damage were foreseen, direct, foreseeable, known or otherwise):

12.3.1 loss of revenue; loss of actual or anticipated profits (including without limitation loss of profits on contracts); loss of the use of money; loss of anticipated savings;

12.3.2 loss of business; loss of opportunity; loss of goodwill; damage to or loss of reputation;

12.3.3 loss of, damage to or corruption of data caused prior to the data being loaded into the Software or after the data was exported from the Software;

12.3.4 any indirect, special or consequential loss or damage howsoever caused whether or not such loss is covered in clause 12.3.1 to 12.3.3 above;

12.3.5 any losses arising as a result of any third party bringing a claim in respect of any of the above types of loss.

12.4 Subject to clauses 12.1 to 12.3 above, each party's total aggregate liability arising out of, or in connection with this Software Licence whether in contract or tort (including negligence), or breach of statutory duty howsoever arising, misrepresentation (whether innocent or negligent), restitution or any case whatsoever or otherwise shall in no event exceed in any Year the lesser of the:

(a) Licence Fee paid or payable in such Year; and

(b) the recommended list price of the Software.

12.5 The express terms and conditions of this Software Licence shall apply in place of all warranties, conditions, terms, representations, statements, undertakings and obligations whether expressed or implied by statute, common law, custom, usage or otherwise, all of which are excluded to the fullest extent permitted by law.

13. TERM, SUSPENSION AND TERMINATION

13.1 The Software Licence is deemed to commence on the Commencement Date and shall, subject to clause 5 (Licence Renewal) and the remaining provisions of this clause 13, continue in force for the Term.

13.2 Without affecting any other right or remedy available to us, we may suspend your access to all or any of the Materials and Services with immediate effect without notice to you if:

13.2.1 you fail to pay any undisputed amount due to us on the due date for payment and remain in default more than 7 days after being notified by us to make such payment;

13.2.2 Apteco reasonably believes or determines that the Services are being used in violation of the Software Licence or Documentation;

13.2.3 you do not cooperate with Apteco's reasonable investigation of any suspected violation of the Software Licence or Documentation;

13.2.4 there is an attack on the Services or your systems are accessed or manipulated by a third party without your consent;

13.2.5 Apteco is required by law or by a regulatory or government body to suspend the Services; or

13.2.6 there is another event for which Apteco reasonably believes that the suspension or alteration of the Services is necessary or required to protect Apteco, the Service network, or other customers.

13.3 Subject to cleared funds of the overdue amounts being received in full in the account of Apteco, we will re-enable your access to the Materials and Services within 7 days.

13.4 We may terminate this Software Licence immediately by written notice to you:

13.4.1 if you commit a material or persistent but remediable breach of this Software Licence which you fail to remedy (if remediable) within 30 days after the provision of written notice requiring you to do so;

13.4.2 if you repeatedly breach any of the terms of this Software Licence in such a manner as to reasonably justify our opinion that your conduct is inconsistent with you having the intention or ability to give effect to the terms of this Software Licence; or

13.4.3 if you suffer an Insolvency Event; or

13.4.4 if you suspend or cease, (or threaten to suspend or cease), carrying on business or that part of your business which uses the Software; or

13.4.5 your financial position deteriorates so far as to reasonably justify the opinion that: you are or will become subject to an Insolvency Event and/or your ability to give effect to the terms of this Software Licence is in jeopardy.

13.5 Upon termination or expiry of this Software Licence for any reason whatsoever, the provisions of clause 14 shall apply.

13.6 No refund of the Licence Fee paid (or cancellation of any Licence Fee due) will be made in the event that this Software Licence terminates or is terminated by us under clause 13.4 before the end of the Term.

14. EFFECT OF TERMINATION OR EXPIRY

14.1 On termination or expiry of this Software Licence for any reason all rights and duties shall determine except:

14.1.1 for such rights of action which have accrued prior to that termination or expiry; and

14.1.2 for any duties under clause 10 and any other clause(s) which is/are intended to operate after termination or expiry, which shall continue in force.

14.2 On termination or expiry of this Software Licence for any reason:

14.2.1 you shall cease using the Materials forthwith and cease any other activities authorised by this Software Licence;

14.2.2 you shall procure that all and any Users cease any activities authorised by this Software Licence;

14.2.3 we shall notify you within fourteen (14) days of where you may download the resources created by you in the Software. We shall permanently delete these resources from Apteco's servers one month after notification;

14.2.4 unless otherwise provided for in this Software Licence or any Data Processing Agreement, we may destroy or otherwise dispose of any Personal Information or other data of yours which is in our possession, unless we receive, no later than ten (10) days after the effective date of the expiry or termination of this Software Licence, a written request for the delivery to you of the then most recent back-up of such data. We shall use reasonable commercial endeavours to deliver the back-up to you within thirty (30) days of receipt of such a written request, provided that you have, at that time, paid all fees and charges outstanding at and resulting from expiry or termination (whether or not due at the date of expiry or termination). You shall pay all reasonable expenses incurred by us in returning or disposing of such data; and

14.2.5 all payments due to us to the extent the same are unpaid shall become immediately due and payable.

15. CHANGES TO THIS SOFTWARE LICENCE

15.1 We may update the terms of this Software Licence at any time provided that any updated version of this Software Licence shall not apply until the date on which a renewal occurs in accordance with clause 5.

16. NOTICES

16.1 If we have to contact you, we will do using the address you provided to us when placing an order or to such other address as you may have notified to us from time to time.

16.2 Any notice may be delivered personally or by pre-paid post or by email and shall be deemed to have been served if by hand when delivered, if by pre-paid post 48 hours after posting, if by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 16.2, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

16.3 For the avoidance of doubt, wherever a Party is required to give written consent or otherwise provide authorisation under this Software Licence and that Party is required to sign any notice

in order to provide such consent or authorisation, that Party may do so via email and a certifiable digital signature and such signature shall take effect in the same way as a "wet ink" signature would.

17. EVENTS OUTSIDE OUR CONTROL

17.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this Software Licence that is caused by any act or event beyond our reasonable control, including without limitation failure of public or private telecommunications networks ("Event Outside Our Control").

17.2 If an Event Outside Our Control takes place that affects the performance of our obligations under this Software Licence:

17.2.1 our obligations under this Software Licence will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control; and

17.2.2 we will use our reasonable endeavours to find a solution by which our obligations under this Software Licence may be performed despite the Event Outside Our Control.

18. PERSONAL DATA

18.1 The parties shall comply with all applicable requirements of the Privacy and Data Security Legislation. For the avoidance of doubt, where you are based outside the UK and the European Economic Area, we will process any Personal Information you or your Users transfer or otherwise make available to us in accordance with the UK GDPR. As between you and us, we will act as a Data Processor for you when Processing any Personal Data for which you are the Data Controller or which you process as Data Processor for another Data Controller for any purpose in connection with the performance of our obligations and/or enforcement of our rights under this Software Licence, including but not limited to for the provision of software support services and further only when agreed in writing between us.

18.2 The parties will enter into an appropriate Data Processing Agreement in compliance in particular with applicable Privacy and Data Security Legislation. The appropriate agreement can be found online at www.apteco.com/legal/dpa.

19. GENERAL PROVISIONS

19.1 We may:

(a) assign, transfer, mortgage, charge, delegate, declare a trust over or deal in any other manner with any of our rights and obligations under this Software Licence to any other organisation, but this will not affect your rights or our obligations under this Software Licence; and

(b) subcontract any of our rights and obligations under this Software Licence to any member of our Group or any other organisation listed at www.apteco.com/sub-data-processors, which we may update from time to time.

19.2 You may only transfer your rights or your obligations under this Software Licence to another organisation if we agree in writing, such agreement not to be unreasonably withheld or delayed.

19.3 If any part of this Software Licence is found void and unenforceable, it will not affect the validity of the balance of the Software Licence, which shall remain valid and enforceable according to its terms.

19.4 If we fail to insist that you perform any of your obligations under this Software Licence, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those

obligations. If we do waive a default by you, we will only do so in writing signed by us, and that will not mean that we will automatically waive any later default by you.

19.5 This Software Licence does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Software Licence.

20. ENTIRE AGREEMENT

20.1 This Software Licence together with the terms set out in the Software Configuration and any other document expressly referred to in either of the Software Licence or the Software Configuration, represents the entire agreement between us in relation to the licensing of the Materials and supersedes any prior agreement, understanding or arrangement between us, whether oral or in writing.

20.2 We each acknowledge that, in entering into this Software Licence, neither of us has relied on any representation, undertaking or promise given by the other or implied from anything said or written in negotiations between us before entering into this Software Licence except as expressly stated in this Software Licence.

20.3 Neither of us shall have any remedy in respect of any untrue statement made by the other whether orally or in writing, prior to the date we entered into this Software Licence (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in this Software Licence.

20.4 This Software Licence will be governed by and construed in accordance with the Applicable Laws.

ANNEX 1 Terms of Use - Licensed Users and Unlicensed Users

Part 1 Licensed Users Terms of Use

Thank you for using Apteco software.

Apteco grant you a licence to operate this software on the following terms:

1) Apteco owns and reserves all intellectual property rights in the Apteco software.
2) Your organisation has agreed a Software Licence containing terms and conditions for use of this Apteco software and any associated services. Please contact your organisation for details.
3) You agree to use the software and any associated services within the terms agreed by your organisation and not to do or permit anything to be done that would put your organisation in breach of these terms.
4) You must not use the Apteco software or any associated services for any purpose other than for the benefit of your organisation.
5) You agree to keep your user account secure and not to share your account details with anybody else.
6) You note that this software may include artificial intelligence (AI) mechanisms known as 'Orin' which may produce inaccurate content. You take responsibility for reviewing the accuracy of the content generated by Orin and only rely on those results that you have checked and found to be correct.
7) You assume sole responsibility for results obtained from the use of the software and for any conclusions that you draw from such use.
8) If you use the software to share results, the recipients you share those results with may gain a limited right to use the software as an Unlicensed User of those results and updates to them, but you remain responsible for any data you share.
9) You may choose to provide aggregated software usage information to Apteco as part of our software improvement programme. The information collected as part of this program does not include any of your Personal Data unless you are the only person in your organisation entitled to use the software. If this is the case, the limited amount of personal information that may be derived from the aggregated information submitted will be processed as described here: www.apteco.com/privacy-policy.
10) These terms are governed by the laws of England and Wales.
11) If you request support in relation to the Software, it is possible certain personal information may be processed in accordance with that request by your local Apteco business and by Apteco Limited in the UK. The later processing will be undertaken in accordance with Apteco Limited's Privacy Policy, available at www.apteco.com/privacy-policy.

By ticking the box and pressing OK or otherwise continuing to use the software or associated services, you agree to these terms.

Part 2 Unlicensed Users' Terms of Use

You have received an invitation to view results from licensed Apteco software.

You do not have a licensed user account for the Apteco software, but you are hereby offered a limited right as an "Unlicensed User" to see and interact with the results prepared by Licensed Users on the following terms:

1) Apteco owns and reserves all intellectual property rights in the Apteco software.
2) The software and any associated services are operated under agreed terms and conditions by the organisation that holds an Apteco licence. Please contact the system administrator at the licensed organisation for details.
3) You agree to use the software and any associated services within the terms agreed by the licensed organisation and not to do or permit anything to be done that would put that licensed organisation in breach of their terms and conditions with Apteco.

4) You must not use the Apteco software or any associated services for any purpose other than for the benefit of the licensed organisation (unless otherwise permitted by the licensed organisation).
5) Your use of the software or any associated services is on an “as-is” basis. To the fullest extent permit at law, we exclude all warranties and any liability we may otherwise have to you in respect of your use of the software and any associated services.
6) You agree to keep your user account secure and not to share your account details with anybody else.
7) You note that this software may include artificial intelligence (AI) mechanisms known as ‘Orin’ which may produce inaccurate content. You take responsibility for reviewing the accuracy of the content generated by Orin and only rely on those results that you have checked and found to be correct.
8) You assume sole responsibility for results obtained from the use of the software and for any conclusions that you draw from such use.
9) If you use the software to share results, the recipients you share those results with may gain a limited licence to use the software as an Unlicensed User to view those results and updates to them.
10) You may choose to provide anonymous software usage information to Apteco as part of our software improvement programme. The software usage information collected does not include any of your Personal Data.
11) These terms are governed by the laws of England and Wales.
12) If you request support in relation to the Software, it is possible certain personal information may be processed in accordance with that request by your local Apteco business and by Apteco Limited in the UK. The later processing will be undertaken in accordance with Apteco Limited’s Privacy Policy, available at www.apteco.com/privacy-policy

By ticking the box and pressing OK or otherwise continuing to use the software or associated services, you agree to these terms.

Annex 2 – Apteco Instant Insights Confirmation of Order

Licensee	Any organisation that commissions an Apteco 'Instant Insights' system by providing a payment authorisation.
Commencement Date	The date Apteco first provide access to the Instant Insights system populated with the Licensee's data.
Term	2 weeks from the Commencement Date and 2 weeks from each subsequent Renewal.
Renewal	Automatic renewal for a further 2-week Term on expiry of previous Term until Termination.
Termination	Either An email message from Licensee sent to sales@apteco.com in advance of expiry of any Term requesting the Instant Insights system is terminated, or A Payment is not authorised when due.
End Date	On expiry of the Term in which Termination is enacted.
Billing Frequency	In advance of each Term.
Payment	Online payment in advance for each Term.
Licence Type	Customer
Software Configuration	Platform Hosting on Apteco Cloud Instant Insights system configured for 3 data variables (Supporter Id, Donation Date, Donation Value). 1 data load. Data may be refreshed on payment of an additional fee. 1 Predictor Bundle instance 1 Predefined "Instant Insights" dashboard 1 Starter User Unlimited Viewer users created through dashboard sharing Data export facility on payment of additional fee for a 2-week period, auto-renewed for subsequent 2-week periods until Termination of either the data export facility or the whole system.
Volume Capacity	A maximum of 5 million supporter records
Fee	As documented on the Instant Insights pages on the Apteco web site.