SAFEGUARDICT

2 Endeavour House, Parkway Court, Longbridge Road, Plymouth, Devon, UK, PL6 8LR
Tel: 01752 710102
Registered in England and Wales, number 10654550

# GLOBAL SOFTWARE AS A SERVICE TERMS

These Global Software as a Service Terms ("**Terms**") govern access to and use of the Services provided by:

**RyceApp** is a product of **SafeGuard ICT Ltd**, a company incorporated in England and Wales with company number 10654550 and registered office at 2 Endeavour House, Longbridge Road, Plymouth, Devon, England, PL6 8LR ("**Provider**").

The entity or person purchasing access to the Services ("**Customer**") agrees to be bound by these Terms by signing an Order Form, clicking acceptance online, placing an order for the Services, or accessing or using the Services.

If an individual accepts these Terms on behalf of a company, organisation, partnership, or other legal entity, that individual confirms that they have authority to bind that entity.

The Provider and Customer are each a "**Party**" and together the "**Parties**".

These Terms, together with any applicable Order Form, constitute the agreement between the Provider and the Customer (the "**Agreement**").

Unless otherwise expressly agreed in writing, the Services are intended for business and commercial use. The Customer represents that it is entering into this Agreement in the course of its business, trade, or profession and not as a consumer.

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## 1. DEFINITIONS

In these Terms:

"**Applicable Data Protection Laws**" means all applicable laws, regulations, regulatory requirements, and legally binding codes relating to privacy, data protection, data security, the processing of personal data, personal information, or equivalent information which apply to a Party, the Customer, the Services, the processing activities, or the relevant individuals or data subjects, in any jurisdiction.

"**Applicable Laws**" means all applicable laws, regulations, regulatory requirements, binding codes, orders, and legally binding requirements applicable to a Party, the Services, the Customer, the Customer's use of the Services, or the relevant processing or transaction.

"**Authorised Users**" means the Customer's employees, contractors, agents, representatives, or other individuals authorised by the Customer to access and use the Services.

"**Business Day**" means a day other than a Saturday, Sunday, or public holiday in England.

"**Confidential Information**" means confidential or commercially sensitive information disclosed by one Party to the other Party, whether in written, electronic, oral, visual, or other form.

"**Customer Data**" means all data, information, documents, records, files, content, and other materials uploaded, submitted, transmitted, or otherwise provided to the Services by or on behalf of the Customer or its Authorised Users.

"**Fees**" means the subscription fees and any other charges payable by the Customer for the Services as specified in the applicable Order Form.

"**Order Form**" means any order form, proposal, quotation, statement of work, subscription order, or other ordering document agreed between the Provider and the Customer which specifies the Services, Subscription, Fees, or other commercial terms.
"**Personal Data**" means any information relating to an identified or identifiable individual, or any equivalent concept of personal information, personal data, personally identifiable information, or similar information recognised under Applicable Data Protection Laws.

"**Services**" means the Provider's hosted software platform and associated services made available to the Customer via the internet, as described in the applicable Order Form.

"**Subscription**" means the Customer's paid subscription to access and use the Services on a rolling monthly basis unless otherwise specified in an Order Form.

"**Third-Party Services**" means services, software, infrastructure, platforms, applications, networks, hosting services, payment services, communications services, or other technology supplied by third parties which may be used in connection with or integrated with the Services.

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## 2. ACCESS TO THE SERVICES

### 2.1 Licence

Subject to the Customer paying the applicable Fees and complying with this Agreement, the Provider grants the Customer a limited, non-exclusive, non-transferable, non-sublicensable right to access and use the Services during the Subscription solely for the Customer's internal business purposes.

The licence granted under this clause does not transfer ownership of the Services or any intellectual property rights in the Services to the Customer.

### 2.2 Authorised Users

The Customer may permit its Authorised Users to access and use the Services.

The Customer is responsible for ensuring that all Authorised Users comply with this Agreement and shall be responsible for their acts and omissions in connection with the Services.

The Customer shall ensure that login credentials are kept confidential and shall not permit accounts or credentials to be shared in a manner that circumvents the applicable user limits or security controls.

The Customer shall promptly notify the Provider if it becomes aware of any unauthorised access to an account.

**2.3 Usage Limits**

Where the Services are subject to user numbers, storage limits, transaction limits, usage limits, technical limits, or other restrictions specified in an Order Form, the Customer shall comply with those limits.

The Provider may charge additional Fees where the Customer exceeds an agreed usage limit, provided that the applicable pricing or charging mechanism has been specified in the relevant Order Form or otherwise agreed in writing.

**2.4 Restrictions**

The Customer must not, and must not permit any third party to:

- reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Services, except to the extent expressly permitted by Applicable Laws;
- copy, reproduce, modify, adapt, translate, or create derivative works of the Services except as expressly permitted by this Agreement or Applicable Laws;
- resell, sublicense, lease, rent, distribute, or commercially exploit the Services except with the Provider's prior written consent;
- provide access to the Services to any person who is not an Authorised User;
- attempt to gain unauthorised access to the Services or any related systems, networks, or accounts;
- interfere with, disrupt, damage, or compromise the integrity, security, or performance of the Services;
- introduce viruses, malware, ransomware, malicious code, or other harmful material into the Services;
- use the Services to transmit, store, or distribute unlawful, fraudulent, harmful, defamatory, or infringing material;
- use the Services to develop or operate a competing product or service;
- circumvent or attempt to circumvent any security or access-control measures of the Services; or
- use the Services other than in accordance with this Agreement and Applicable Laws.

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## 3. ACCEPTABLE USE

The Customer shall use the Services responsibly and in accordance with this Agreement and Applicable Laws.

The Customer must not use the Services in any manner that:

- violates Applicable Laws;
- infringes the intellectual property, privacy, confidentiality, or other rights of any third party;
- is fraudulent, unlawful, abusive, threatening, defamatory, or harmful;
- disrupts or attempts to disrupt the integrity, availability, or performance of the Services;
- attempts to probe, scan, test, or circumvent the security or vulnerability of the Services or related systems without the Provider's prior written authorisation;
- facilitates unauthorised access to systems, accounts, networks, or data;
- could reasonably be expected to damage the reputation, operation, security, or availability of the Provider or the Services; or
- places the Provider, its suppliers, other customers, or any third party at unreasonable legal, regulatory, financial, or security risk.

The Provider may suspend access to the Services where it reasonably believes that the Customer has breached this clause.

Where reasonably practicable, the Provider will notify the Customer of the reason for any such suspension.

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## 4. FEES AND PAYMENT

### 4.1 Subscription Fees

The Customer shall pay the Fees specified in the applicable Order Form.

Unless otherwise stated in an Order Form, Fees are payable monthly in advance.

### 4.2 Billing

Fees will normally be collected automatically by direct debit or another agreed payment method on or around the first day of each calendar month.

Where a Subscription begins part-way through a calendar month, the first invoice may be pro-rated to cover the period from the commencement date until the next billing date.

### 4.3 Failed Payments

If any payment is unsuccessful or remains outstanding:

- the Provider may issue a written notice requiring payment;
- the Provider may suspend access to the Services if payment remains outstanding for 7 days

following written notice;
- interest may be charged at the maximum rate permitted by Applicable Laws; and
- the Provider may recover reasonable costs incurred in recovering overdue amounts to the extent permitted by Applicable Laws.

Suspension of the Services for non-payment shall not relieve the Customer of its obligation to pay Fees.

**4.4 Taxes**

All Fees are exclusive of any applicable VAT, GST, sales tax, use tax, withholding tax, duties, levies, or similar taxes.

The Customer shall pay all applicable taxes arising from its purchase or use of the Services, except taxes imposed directly on the Provider's net income.

Where the Customer is required by law to withhold tax from any payment, the Customer shall provide the Provider with appropriate evidence of the withholding and shall, where legally permitted, take reasonable steps to minimise or eliminate such withholding.

**4.5 Fee Changes**

The Provider may increase the Fees by giving the Customer at least 30 days' written notice.
Any Fee increase will apply from the next applicable billing period following expiry of the notice period.

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**5. CUSTOMER RESPONSIBILITIES**

The Customer is responsible for:

- maintaining the confidentiality and security of its login credentials;
- ensuring that Authorised Users comply with this Agreement;
- ensuring that Customer Data is lawful and does not infringe the rights of any third party;
- ensuring that it has all necessary rights, permissions, consents, authorisations, and lawful bases required to provide Customer Data to the Provider and permit the Provider to process it for the purposes of providing the Services;
- maintaining appropriate backups of Customer Data where reasonably necessary;
- ensuring that its systems, devices, internet connection, and other equipment used to access the Services are appropriately maintained and secured;
- using the Services in accordance with the documentation and reasonable instructions provided by the Provider; and
- complying with Applicable Laws relating to its use of the Services and Customer Data.

The Customer remains solely responsible for the accuracy, quality, completeness, legality, and suitability of Customer Data.

The Provider shall not be responsible for errors, losses, or consequences arising from inaccurate,

incomplete, unlawful, or incorrectly entered Customer Data.

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## 6. DATA PROTECTION AND PRIVACY

### 6.1 General Compliance

Each Party shall comply with the Applicable Data Protection Laws applicable to it in connection with this Agreement.

The Parties acknowledge that data protection and privacy requirements may differ between jurisdictions and may depend upon the location of the Customer, Authorised Users, individuals whose data is processed, the Provider, the location of processing, and the nature of the Services.

Nothing in this Agreement requires either Party to comply with a law that does not otherwise apply to that Party or the relevant processing activity.

### 6.2 Roles of the Parties

Where the Customer determines the purposes and means of processing Personal Data and the Provider processes such Personal Data on behalf of the Customer, the Customer shall generally act as controller, business, or equivalent and the Provider shall generally act as processor, service provider, or equivalent, as determined under the Applicable Data Protection Laws.

Where the Provider processes Personal Data for its own independent purposes, the Provider shall act as an independent controller or equivalent to the extent required by Applicable Data Protection Laws.

### 6.3 Provider Processing

Where the Provider processes Personal Data on behalf of the Customer, the Provider shall:

- process such Personal Data only on documented instructions from the Customer, unless otherwise required by Applicable Laws;
- implement appropriate technical and organisational measures designed to protect Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration, or disclosure;
- ensure that persons authorised to process Personal Data are subject to appropriate confidentiality obligations;
- provide reasonable assistance to the Customer in responding to applicable requests from individuals and regulatory authorities, taking into account the nature of the processing;
- notify the Customer without undue delay after becoming aware of a Personal Data breach affecting Personal Data processed on behalf of the Customer; and
- where required by Applicable Data Protection Laws, enter into a Data Processing Addendum (“DPA”) with the Customer.

**6.4 Subprocessors**

The Provider may use third-party subprocessors and service providers in connection with the provision of the Services.

The Provider shall remain responsible for the performance of its contractual obligations in relation to Personal Data to the extent required by Applicable Data Protection Laws.

Where required by Applicable Data Protection Laws, the Provider shall implement appropriate contractual arrangements with subprocessors.

**6.5 International Processing and Transfers**

The Customer acknowledges that the Provider, its affiliates, subprocessors, infrastructure providers, and other service providers may process Customer Data and Personal Data in countries other than the country in which the Customer is located.

The Provider may transfer, store, access, or otherwise process Customer Data and Personal Data internationally where reasonably necessary to provide, secure, support, maintain, or improve the Services.

Where Applicable Data Protection Laws require an international transfer mechanism, safeguard, contractual protection, authorisation, or other legal basis for such transfer or access, the Parties shall cooperate in good faith to implement the required mechanism.

The Provider shall use commercially reasonable efforts to ensure that international processing arrangements are operated in accordance with Applicable Data Protection Laws.

Unless expressly agreed otherwise in an Order Form, the Provider does not guarantee that Customer Data or Personal Data will be stored exclusively within the country in which the Customer is located.

**6.6 Data Processing Addendum**

Where required by Applicable Data Protection Laws or reasonably requested by the Customer, the Parties shall enter into a DPA containing additional terms governing the processing of Personal Data.

The DPA may include jurisdiction-specific provisions, transfer mechanisms, security requirements, data processing details, and other provisions required by Applicable Data Protection Laws.

In the event of a conflict between the DPA and these Terms in relation to data protection matters, the DPA shall prevail to the extent of the conflict.

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**7. CONFIDENTIALITY**

Each Party shall keep confidential all Confidential Information disclosed to it by the other Party and shall not disclose or use such information except:

- as necessary to perform its obligations or exercise its rights under this Agreement;
- with the prior written consent of the disclosing Party; or
- where disclosure is required by Applicable Laws, regulation, court order, or a competent regulatory authority.

Confidential Information includes technical, financial, commercial, operational, security, business, customer, product, pricing, and other information which is confidential in nature or which a reasonable person would understand to be confidential.

Confidential Information does not include information which:

- becomes publicly available through no fault of the receiving Party;
- was lawfully known to the receiving Party before disclosure;
- is independently developed by the receiving Party without use of the Confidential Information; or
- is lawfully received from a third party without restriction.

Each Party shall use reasonable measures to protect the other Party's Confidential Information from unauthorised disclosure or access.

The obligations in this clause shall survive termination of this Agreement.

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**8. INTELLECTUAL PROPERTY**

All intellectual property rights in and relating to the Services, including software, source code, object code, interfaces, designs, databases, documentation, processes, methodologies, trademarks, and other materials provided by the Provider, shall remain the exclusive property of the Provider or its licensors.

Nothing in this Agreement transfers ownership of such intellectual property rights to the Customer. The Customer retains ownership of all intellectual property rights in Customer Data.

The Customer grants the Provider a limited, non-exclusive licence to host, store, copy, transmit, process, and otherwise use Customer Data solely to the extent reasonably necessary to:

- provide the Services;
- maintain and support the Services;
- secure the Services;
- prevent fraud or misuse;
- comply with Applicable Laws; and
- perform the Provider's obligations under this Agreement.

The Provider shall not sell Customer Data to third parties.

The Provider shall not use identifiable Customer Data for unrelated commercial purposes without the Customer's prior written consent, except where permitted or required by Applicable Laws.

The Provider may use aggregated, statistical, anonymised, or de-identified information derived from use of the Services provided that such information does not identify the Customer, an Authorised User, or an individual and is not reasonably capable of being re-identified.

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**9. SERVICE AVAILABILITY**

The Provider shall use commercially reasonable efforts to maintain the availability of the Services. However, the Provider does not guarantee that the Services will be uninterrupted, continuously available, completely secure, or error-free.

The Services may be temporarily unavailable due to:

- scheduled or emergency maintenance;
- software updates or upgrades;
- security measures;
- technical failures;
- Third-Party Services;
- internet or telecommunications failures;
- circumstances beyond the Provider's reasonable control; or
- other events described in clause 18.

Where reasonably practicable, the Provider will endeavour to provide advance notice of scheduled maintenance which is expected to materially affect availability.

Unless expressly agreed in an Order Form or separate service level agreement, no specific uptime guarantee or service credit shall apply.

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**10. SUPPORT**

The Provider shall make standard support services available to the Customer by email during normal business hours, being Monday to Friday, 9:00am to 5:00pm UK time, excluding public holidays in England.

The Provider shall use reasonable endeavours to respond to support requests within a reasonable timeframe, having regard to the nature and severity of the issue.

Support services are limited to assistance with the use of the Services and the investigation and resolution of technical faults within the Provider's control.

The Provider shall not be obliged to provide support for issues arising from:

- misuse of the Services;
- the Customer's systems or equipment;
- Third-Party Services;

- unauthorised modifications;
- failure to follow the Provider's reasonable instructions;
- unsupported software or hardware; or
- circumstances outside the Provider's reasonable control.

Any enhanced support services, including priority response times, dedicated support, extended support hours, or service level agreements, shall be subject to a separate agreement or Order Form.

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**11. THIRD-PARTY SERVICES AND INFRASTRUCTURE**

The Customer acknowledges that the Services may rely upon Third-Party Services, including cloud hosting providers, software providers, network providers, payment providers, communications providers, security services, and other technology suppliers.

The Provider shall not be responsible for any interruption, delay, loss, or failure of the Services to the extent caused by the failure, outage, suspension, limitation, or performance of a Third-Party Service which is outside the Provider's reasonable control.

The Provider will use reasonable efforts to minimise disruption and restore the Services as soon as reasonably practicable following any such incident.

Where the Services integrate with a third-party application or service selected or controlled by the Customer, the Customer acknowledges that changes, restrictions, outages, or discontinuation of that third-party service may affect the Services.

Nothing in this clause excludes or limits the Provider's obligation to provide the Services with reasonable skill and care or any liability which cannot legally be excluded or limited.

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**12. SUSPENSION**

The Provider may suspend or restrict access to all or part of the Services where reasonably necessary to:

- protect the security or integrity of the Services;
- investigate suspected misuse, fraud, or security incidents;
- prevent harm to the Provider, the Services, or other customers;
- comply with Applicable Laws or a request from a competent authority;
- address a material breach of this Agreement; or
- address non-payment of Fees.

Where reasonably practicable, the Provider will provide notice before suspension.

Where suspension is necessary to address an immediate security risk, legal requirement, or threat to the Services or other users, the Provider may suspend access without prior notice.

The Provider will use reasonable efforts to restore access once the circumstances giving rise to the suspension have been resolved.

Suspension under this clause does not automatically terminate the Customer's obligation to pay Fees unless otherwise agreed in writing.

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**13. SECURITY AND MISUSE**

The Customer must not use the Services in a manner which may compromise the security, integrity, availability, or performance of the Services or any related systems.

The Customer shall promptly notify the Provider if it becomes aware of:

- unauthorised access to the Services;
- compromise or suspected compromise of user credentials;
- a security vulnerability affecting the Customer's use of the Services;
- unauthorised disclosure of Customer Data; or
- any suspected security incident involving the Services.

Where the Provider reasonably believes that the Customer's use of the Services:

- poses a security risk;
- may harm the Services or other customers;
- may result in unauthorised access to systems or data;
- may expose the Provider to legal or regulatory liability; or
- materially breaches this Agreement,

the Provider may immediately suspend or restrict access to the Services without prior notice.

The Provider will use reasonable efforts to restore access once the issue has been resolved.

The Provider shall not be liable for loss resulting from a suspension under this clause where the suspension was reasonably necessary to protect the Services, the Provider, or other users, subject always to clause 17.

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**14. TERM AND TERMINATION**

**14.1 Term**

These Terms commence on the date they are accepted and continue until terminated in accordance with this Agreement.

Unless otherwise specified in an Order Form, the Subscription operates on a rolling monthly basis.

### 14.2 Termination for Convenience

Either Party may terminate the Subscription by giving at least 30 days' written notice.
Unless otherwise agreed in an Order Form, termination will take effect at the end of the applicable notice period.

### 14.3 Termination for Cause

The Provider may terminate this Agreement immediately by written notice where:

- Fees remain unpaid following the applicable notice period;
- the Customer commits a material breach of this Agreement and, where the breach is capable of remedy, fails to remedy it within a reasonable period following written notice;
- the Customer repeatedly breaches this Agreement;
- the Customer uses the Services unlawfully or in a manner which creates a material security or legal risk to the Provider or its customers; or
- the Customer becomes insolvent, enters administration, liquidation, bankruptcy, or a similar process, or ceases or threatens to cease carrying on business.

The Customer may terminate this Agreement if the Provider commits a material breach and fails to remedy that breach within a reasonable period following written notice.

Termination shall be without prejudice to any rights, remedies, obligations, or liabilities which accrued before termination.

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## 15. EFFECT OF TERMINATION

Upon termination or expiry of the Agreement:

- the Customer's right to access and use the Services shall cease;
- all outstanding Fees and other amounts owed to the Provider shall become immediately payable;
- the Customer shall cease using the Services;
- each Party shall, subject to Applicable Laws, return or securely destroy the other Party's Confidential Information where reasonably requested; and
- the Provider may disable Customer accounts and access credentials.

The Customer may request an export of Customer Data within 30 days following termination, subject to the Provider's reasonable technical procedures and any applicable charges for professional data extraction or assistance.

After the applicable 30-day period, the Provider may permanently delete Customer Data unless:

- retention is required by Applicable Laws;
- the Customer has agreed otherwise in writing; or
- the data is retained in routine backup systems, in which case it will be deleted in accordance with the Provider's normal backup retention procedures.

The Provider shall not be responsible for retaining Customer Data indefinitely following termination.

Clauses which by their nature are intended to survive termination shall continue in force, including clauses relating to confidentiality, intellectual property, payment obligations, liability, data protection, and governing law.

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## 16. WARRANTIES AND DISCLAIMERS

### 16.1 Provider Warranty

The Provider warrants that it shall provide the Services with reasonable skill and care.

### 16.2 Disclaimer

Except as expressly stated in this Agreement, the Services are provided without any additional warranty, representation, or guarantee to the fullest extent permitted by Applicable Laws.

The Provider does not warrant that:

- the Services will meet every requirement or expectation of the Customer;
- the Services will be uninterrupted or completely error-free;
- the Services will be compatible with every third-party system;
- every defect will be corrected immediately;
- the Services will prevent every possible security incident, cyber attack, data loss, or unauthorised access;
- the Services will be available in every country or jurisdiction; or
- the Services will satisfy every legal or regulatory requirement applicable to the Customer.

The Customer is responsible for determining whether the Services are suitable for its particular business, regulatory, operational, and legal requirements.

The Customer acknowledges that no software or internet-based service can be guaranteed to be completely secure, uninterrupted, or free from defects.

Nothing in this clause excludes or limits any warranty, condition, term, consumer protection, statutory right, or liability which cannot legally be excluded or limited in the relevant jurisdiction.

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## 17. LIMITATION OF LIABILITY

### 17.1 Application

This clause 17 sets out the financial risk allocation between the Parties.

Nothing in this clause is intended to exclude, restrict, or limit liability to the extent that doing so would be prohibited by Applicable Laws.

Where the law of a jurisdiction applicable to a particular claim prohibits or restricts a limitation contained in this clause, that limitation shall apply only to the maximum extent permitted by that law.

**17.2 Unlimited Liabilities**

Nothing in this Agreement shall exclude or limit either Party's liability for:

- death or personal injury caused by its negligence;
- fraud or fraudulent misrepresentation;
- deliberate or fraudulent misconduct where such liability cannot lawfully be excluded;
- any liability which Applicable Laws expressly require to remain unlimited; or
- any other liability which cannot legally be excluded or limited.

**17.3 Excluded Losses**

Subject to clause 17.2 and to the extent permitted by Applicable Laws, the Provider shall not be liable to the Customer for any:

- loss of profits;
- loss of revenue;
- loss of sales or business;
- loss of anticipated savings;
- loss of business opportunity;
- loss of contracts or customers;
- loss of goodwill or reputation;
- loss of anticipated benefits;
- loss arising from business interruption;
- indirect loss;
- consequential loss; or
- special, punitive, exemplary, or aggravated damages.

This exclusion applies whether such loss arises in contract, tort, negligence, breach of statutory duty, misrepresentation, restitution, or otherwise.

Nothing in this clause prevents the Customer from recovering direct losses which are otherwise recoverable under this Agreement.

**17.4 Data Loss**

Subject to clause 17.2 and to the extent permitted by Applicable Laws, the Provider shall not be liable for loss or corruption of Customer Data to the extent that such loss or corruption results from:

- the Customer's failure to maintain appropriate backups where the Customer is responsible for doing so;

- inaccurate or incomplete Customer Data supplied by the Customer;
- misuse of the Services by the Customer or its Authorised Users;
- unauthorised modifications made by the Customer or a third party acting on its behalf;
- failure by the Customer to follow reasonable security practices; or
- circumstances outside the Provider's reasonable control.

Nothing in this clause excludes liability for loss or corruption of Customer Data caused directly by the Provider's breach of its obligations under this Agreement where such liability cannot otherwise be excluded or limited.

**17.5 General Liability Cap**

Subject to clauses 17.2, 17.6 and 17.7, the Provider's total aggregate liability arising out of or in connection with this Agreement, whether arising in contract, tort, negligence, breach of statutory duty, misrepresentation, restitution, or otherwise, shall not exceed the greater of:

(a) the total Fees actually paid by the Customer to the Provider during the 12 months immediately preceding the event giving rise to the claim; or
(b) £5,000.

**17.6 Data Protection and Confidentiality Cap**

Subject to clause 17.2, the Provider's total aggregate liability arising from:

- a breach of its confidentiality obligations under clause 7; or
- a breach of its obligations under clause 6 relating to the processing of Personal Data,

shall not exceed two times the aggregate Fees actually paid by the Customer during the 12 months immediately preceding the event giving rise to the relevant claim.

Where Applicable Laws require a higher or different liability standard, this clause shall apply only to the maximum extent permitted by Applicable Laws.

**17.7 Customer Payment Obligations**

Nothing in this clause 17 limits or excludes the Customer's liability to pay:

- Fees properly due under the Agreement;
- applicable taxes;
- interest on overdue payments; or
- other amounts expressly payable under the Agreement.

**17.8 Third-Party Services**

Subject to clause 17.2, the Provider shall not be liable for losses caused solely by the acts, omissions, outages, failures, or unavailability of Third-Party Services which are outside the Provider's reasonable control.

This does not apply to the extent that the relevant failure is caused by the Provider's own breach of

this Agreement or negligence.

**17.9 Allocation of Risk**

The Parties acknowledge that the Fees payable under the Agreement reflect the allocation of risk and liability set out in this clause 17.

Each limitation and exclusion in this clause is intended to apply to the fullest extent permitted by Applicable Laws.

Each limitation and exclusion is intended to be separate and severable.

If any particular limitation or exclusion is held to be unlawful, invalid, or unenforceable, that limitation or exclusion shall be deemed modified to the minimum extent necessary to make it lawful, valid, and enforceable, and the remaining provisions shall continue in full force and effect.

Nothing in this clause shall be interpreted as excluding or limiting liability to an extent prohibited by Applicable Laws.

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**18. FORCE MAJEURE**

Neither Party shall be liable for any failure or delay in performing its obligations under this Agreement to the extent that such failure or delay results from circumstances beyond its reasonable control.

Such circumstances may include:

- internet or telecommunications outages;
- widespread cyber attacks or cyber incidents;
- power failures;
- failures of Third-Party Services;
- cloud infrastructure failures;
- natural disasters;
- fire, flood, or extreme weather;
- acts of government or regulatory authorities;
- war, terrorism, civil unrest, or public disorder;
- industrial disputes;
- epidemics or pandemics;
- changes in Applicable Laws or regulatory requirements; or
- other events beyond the reasonable control of the affected Party.

The affected Party shall use reasonable efforts to minimise the effects of the event and resume performance as soon as reasonably practicable.

For the avoidance of doubt, the Provider shall remain responsible for failures caused by matters within its reasonable control.

## 19. GENERAL

### 19.1 Entire Agreement

These Terms and any applicable Order Form constitute the entire agreement between the Parties in relation to the Services and supersede all previous discussions, representations, correspondence, and agreements relating to the same subject matter.

Each Party acknowledges that it has not relied upon any statement, representation, or promise not expressly set out in this Agreement, except that nothing in this clause limits liability for fraud or fraudulent misrepresentation.

### 19.2 Order of Precedence

If there is a conflict between these Terms and an Order Form, the following order of precedence shall apply:

1. any applicable DPA, solely in relation to data protection matters;
2. the Order Form, solely in relation to commercial terms expressly stated in that Order Form; and
3. these Terms.

No Order Form shall override these Terms in relation to data protection, intellectual property, confidentiality, liability, or other legal provisions unless it expressly states that it is intended to do so.

### 19.3 Variation

The Provider may update these Terms from time to time by giving the Customer at least 30 days' written notice.

Where an update materially affects the Customer's rights or obligations, the Customer may terminate the affected Subscription by giving written notice before the updated Terms take effect.

Continued use of the Services after the effective date of updated Terms shall constitute acceptance of the updated Terms, subject to any rights the Customer may have to terminate under this clause.

Changes to commercial terms contained in an Order Form must be agreed in accordance with the applicable Order Form.

### 19.4 Assignment

The Customer may not assign, transfer, novate, charge, subcontract, or otherwise dispose of any of its rights or obligations under this Agreement without the Provider's prior written consent.
The Provider may assign or transfer this Agreement to an affiliate or in connection with a merger, acquisition, corporate reorganisation, financing, or sale of all or substantially all of its business or assets relating to the Services.

**19.5 Waiver**

A failure or delay by either Party to exercise any right or remedy under this Agreement shall not constitute a waiver of that right or remedy.

A waiver shall only be effective if given in writing.

**19.6 Severance**

If any provision of this Agreement is found to be unlawful, invalid, or unenforceable, that provision shall be modified to the minimum extent necessary to make it lawful, valid, and enforceable.

If modification is not possible, the relevant provision shall be deemed deleted.

The remaining provisions shall continue in full force and effect.

**19.7 No Partnership or Agency**

Nothing in this Agreement creates a partnership, joint venture, employment relationship, fiduciary relationship, or agency relationship between the Parties.

Neither Party has authority to bind the other Party unless expressly authorised in writing.

**19.8 Third-Party Rights**

Except where expressly stated otherwise, a person who is not a Party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 or any equivalent legislation in another jurisdiction to enforce any provision of this Agreement.

**19.9 Notices**

Any notice required under this Agreement shall be given in writing and may be delivered by email to the relevant contact address specified in the applicable Order Form or otherwise notified by the relevant Party.

A notice sent by email shall be deemed received on the next Business Day following transmission, provided that the sender does not receive an automated message indicating that delivery has failed.

**19.10 Governing Law**

This Agreement and any dispute, claim, or non-contractual obligation arising out of or in connection with it shall be governed by the laws of England and Wales.

**19.11 Jurisdiction**

Subject to clause 19.12 and any mandatory Applicable Laws, the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this

Agreement.

**19.12 Mandatory Local Laws**

Nothing in this Agreement is intended to exclude, restrict, or override any mandatory provision of law which applies to the Customer, the Provider, the Services, or the relevant transaction and which cannot legally be excluded or restricted by agreement.

Where a mandatory local law applies to a particular provision of this Agreement, that provision shall be interpreted and, where necessary, modified to the minimum extent required to comply with that law.

Except to the extent required by mandatory Applicable Laws, such modification shall not affect the remaining provisions of this Agreement.

The existence of mandatory local laws shall not, by itself, alter the governing law or jurisdiction provisions of this Agreement except to the extent required by those laws.

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**20. ACCEPTANCE**

By placing an order, or accessing or using the Services, the Customer confirms that it has read, understood, and agrees to be bound by these Global Software as a Service Terms.