

1. DEFINITIONS

In this Agreement, capitalised words shall have the meanings set out below or elsewhere in this Agreement (including its Schedules and the Subscription Order Form):

- 1.1 **"Authorised User"** shall mean those employees, agents and independent contractors of the Customer who are authorised by the Customer to use the Services.
- 1.2 **"Applicable Law"** means any statute, regulation, by-law, ordinance or subordinate legislation in force from time to time, the common law and the law of equity, any binding court order, judgement or decree, any applicable guidance, direction, policy, rule or order that is given by any regulatory body in any jurisdiction applicable to this Agreement each as in force or as may be amended from time to time.
- 1.3 **"AUP"** shall mean the Acceptable Use Policy set out at <https://www.vuelio.com/uk/policies/acceptable-use-policy/>
- 1.4 **"Complaint"** means a complaint or request relating to either Party's obligations under Data Protection Legislation relevant to this Agreement, including any compensation claim from a data subject or any notice, investigation or other action from a Supervisory Authority.
- 1.5 **"Confidential Information"** shall mean any information which is confidential in nature provided by or on behalf of one party (the **"Owner"**) to the other party (the **"Recipient"**) in connection with this Agreement (and for the avoidance of doubt, including the existence and terms of this Agreement) whether before or after the date of this Agreement and whether or not such information is marked or otherwise designated as confidential or proprietary to the Owner or its licensees (including but not limited to information relating to trade secrets, industrial rights, intellectual property rights, patents, designs, design rights, copyrights, know-how, inventions, discoveries, improvements, formulae, techniques, specifications, test methods, recipes, procedures, processes, drawings, manuals, computer systems or software, codes of practice, instructions, catalogues, ideas, facilities, plant and equipment, business methods, finances, prices, business plans, marketing plans, development plans, manpower plans, sales targets, sales statistics, customers and suppliers) and whether in oral, visual, electronic or any other medium, form or format whatever.
- 1.6 **"Control"** shall mean the ability to direct the affairs of another person, whether by virtue of the ownership of shares, contract or otherwise.
- 1.7 **"Customer Content"** shall mean any data that is inputted by the Customer during their use of the Services.
- 1.8 **"Data Breach"** shall mean any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, any personal data.
- 1.9 **"Data Protection Legislation"** shall mean any Applicable Law relating to the processing, privacy, and use of personal data, as applicable to the Supplier, the Customer and/or the Services,

including:

- 1.9.1 the Data Protection Act 2018 and the Privacy and Electronic Communications (EC Directive) Regulations 2003, and any laws or regulations implementing or replacing Directive 95/46/EC (Data Protection Directive) or Directive 2002/58/EC (ePrivacy Directive); and/or;
- 1.9.2 the General Data Protection Regulation (EU) 2016/679 (**"GDPR"**), and/or any corresponding or equivalent implementing laws, regulations and secondary legislation, as amended or updated from time to time; any judicial or administrative interpretation of any of the above, any guidance, guidelines, codes of practice, approved codes of conduct or approved certification mechanisms issued by any relevant Supervisory Authority.
- 1.10 **"Effective Date"** shall mean the date identified as such in the Subscription Order Form from which the Services shall be provided by the Supplier.
- 1.11 **"Force Majeure Event"** shall mean any acts, events, omissions or accidents beyond the reasonable control of the Supplier, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction in relation to the Force Majeure Event, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors.
- 1.12 **"Fees"** shall mean the subscription fees payable by the Customer to the Supplier for the Service set out in the Subscription Order Form.
- 1.13 **"Initial Term"** shall mean the period identified as such in the Subscription Order Form.
- 1.14 **"Register of Sub-Processors"** shall mean such register of Sub-Processors maintained and updated by the Supplier from time to time and available at <http://www.vuelio.com/uk/vuelio-sub-processors/>.
- 1.15 **"Renewal Period"** shall mean the period identified as such in the Subscription Order Form.
- 1.16 **"Service"** shall mean the provision of email delivery and online access to journalist enquiries and other media requests made through the Journalist Enquiry Service at journalistenquiries.responsesource.com.
- 1.17 **"Sub-Processor"** shall mean such person appointed by the Supplier to perform some or all of the processing of personal data on behalf of the Supplier pursuant to this Agreement;
- 1.18 **"Subscription Order Form"** shall mean the order form incorporating these Subscription Terms and Conditions.
- 1.19 **"Supervisory Authority"** shall mean any local, national or multinational agency, department, official, parliament, public or statutory person or any government or professional body, regulatory or supervisory authority, board or other body responsible for administering Data Protection Legislation.
- 1.20 **"Term"** shall mean the Initial Term and each Renewal Period (as applicable)

2. SERVICES AGREED

- 2.1 In consideration for the Fees and subject to the Customer's compliance with the terms of this Agreement, the Supplier grants the Customer and its Authorised Users a non-exclusive, limited, non-transferable, revocable licence for the duration of the Term to access and use the Services solely for the Customer's lawful internal business purposes.
- 2.2 For the purposes of the Data Protection Legislation, the Supplier's obligations set out in this Agreement comprise the entirety of all written instructions of the Customer to the Supplier in relation to the Supplier's processing of personal data on behalf of the Customer under this Agreement.
- 2.3 The scope, nature and purpose of processing by the Supplier pursuant to this Agreement is as set out in Clause 7.6 and otherwise as further set out in this Agreement.
- 2.4 The duration of the Services (including as to any processing of personal data) shall be for the Term of the Agreement.
- 2.5 The Supplier shall provide the Services using all reasonable care and skill.
- 2.6 The Customer may not license, sublicense, sell, resell, transfer, assign, distribute or otherwise reutilise or make available to third parties the Services or any of its components or any rights granted to the Customer by this Agreement.

3. TERM

- 3.1 The Initial Term, specified in the Subscription Order Form, shall commence on the Effective Date unless otherwise agreed between the parties. After the expiry of the Initial Term, and unless terminated earlier in accordance with the provisions of the Agreement, this Agreement will be automatically renewed for successive Renewal Periods specified in the Subscription Order Form upon the same terms and conditions as those specified herein unless written notice terminating this Agreement is given by either party not less than 90 calendar days before the end of the Initial Term or any subsequent Renewal Period (as applicable).
- 3.2 The Fees for each Renewal Period shall increase by the greater of (a) 3.5% and (b) any increase in RPI in the Initial Term or the previous Renewal Period (as applicable).
- 3.3 The Supplier shall have the exclusive right to refuse renewal of the Agreement for any or no reason.
- 3.4 Upon expiration or any termination of this Agreement the Customer's rights and those of the Authorised Users to use the Services shall cease and the Customer shall, at the Supplier's request, return or certify that the Customer has destroyed all copies or records of the Supplier's Confidential Information or proprietary information.

4. CUSTOMER RESPONSIBILITIES

- 4.1 The Customer shall at all times comply with the AUP and shall procure that all Authorised Users do the same.
- 4.2 The Customer agrees to provide true, accurate,

current and complete information about themselves when signing up to the Service. If the Customer provides any information that is untrue, inaccurate, not current or incomplete, or the Supplier has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, the Supplier has the right to suspend or terminate access to the Services.

- 4.3 Except to the extent and in the circumstances expressly permitted by applicable law, the Customer shall not alter, modify, adapt or translate the whole or any part of the Service in any way nor permit the whole or any part of the Service to be combined with or become incorporated in any other computer programs nor decompile, disassemble or reverse engineer the same nor attempt to do any such things. Notwithstanding the above, all rights to any modifications to the Service shall belong to the Supplier and the Customer shall do all things necessary to vest such rights in the Supplier.

- 4.4 In relation to the Authorised Users, the Customer undertakes that:

- 4.4.1 each Authorised User shall keep a secure password for his use of the Services, that such password shall be changed no less frequently than monthly and that each Authorised User shall keep his or her password confidential and is fully responsible for all activities that occur under their User Subscription;
- 4.4.2 it will immediately notify the Supplier of any unauthorised use or any other breach of security;
- 4.4.3 it shall permit the Supplier to audit the Services in order to establish the Customer's compliance with the terms of the Agreement. Such audits may be conducted no more than once per quarter, at the Supplier's expense, and this right shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with the Customer's normal conduct of business;
- 4.4.4 if any of the audits referred to in Clause 4.4.3 reveal that any password has been provided to any individual who is not an Authorised User, then without prejudice to the Supplier's other rights (including the right to reclaim lost earnings and/or claim compensation for breach of its copyright from the Customer through unauthorised use of passwords), the Customer shall promptly disable such passwords and the Supplier shall not issue any new passwords to any such individual; and
- 4.4.5 if any of the audits referred to in Clause 4.4.3 reveal that, or the Supplier otherwise becomes aware that, the Customer has underpaid Fees to the Supplier, then without prejudice to the Supplier's other rights, the Customer shall pay to the Supplier an amount equal to such underpayment as calculated in

accordance with the prevailing prices for the Service within 10 business days of the date of the relevant

audit.

- 4.5 The Customer shall not use any material, information, data, content, software code, graphics or any other part or component of the Services to compete, whether directly or indirectly, with the Supplier or the Services (including the resale of the Supplier's Services) offered by the Supplier. Without prejudice to any of its rights or remedies under the Agreement or Applicable Law, failure to comply with this Clause 4.5 shall entitle the Supplier to terminate the Agreement immediately on written notice and may require the Customer to immediately pay the outstanding Fees for the remainder of the current Initial or Renewal Term as applicable. The limitations set out in Clause 9 (Limitation of Liability) shall not apply to a breach of this Clause 4.5.

5. SUPPLIER RIGHTS AND RESPONSIBILITIES

- 5.1 Subject to payment of the applicable Fees by the Customer, the Supplier shall commence delivery of the Service on the Effective Date.
- 5.2 The Supplier is under no obligation to monitor the activities of the Customer or its Authorised Users. However, the Supplier reserves the right to do so to the extent permitted by applicable law in connection with technical or otherwise necessary considerations in connection with monitoring the use of the Service and the content utilised by the Customer.

6. COSTS AND PAYMENT

- 6.1 The Customer shall pay the Supplier the Fees for the Services in accordance with this Clause 6.
- 6.2 All invoices supplied by the Supplier shall be paid by the Customer without set-off 30 days from the date of the relevant invoice.
- 6.3 The Fees are payable in advance of the Effective Date unless otherwise agreed in writing with the Supplier.
- 6.4 The Fees specified are subject to change by the Supplier, such change to be communicated in writing 120 days prior to end of the Initial Term or a subsequent Renewal Period and any such change in the Fees will take effect upon the commencement of the succeeding Renewal Period.
- 6.5 The Customer will pay all sales, excise and other value-added taxes, duties or levies of any kind whatsoever imposed by any authority, government agency or commission in connection with the Services as provided under this Agreement.
- 6.6 There are no partial refunds or credits for early cancellations and all payments to the Supplier are final and non-refundable except as otherwise set out in this Agreement.
- 6.7 Without prejudice to any of the Supplier's rights or remedies under this Agreement or Applicable Law, in the event that the Customer fails to make timely payment of the Fees which remain outstanding for an additional 30 days from the due date as set out in Clause 6.2, the Supplier may: (i) suspend the Services until payment has been received; (ii) terminate the Agreement; or (iii) act in any other lawful manner it deems appropriate.
- 6.8 The Supplier reserves the right to charge interest on

any overdue account from the first day after payment should have been made and until payment is made, accruing daily, at 4% points per annum above the base lending rate of the Bank of England from time to time. The Customer shall pay the interest together with the overdue account. The Customer shall also be liable to pay the Supplier's reasonable costs incurred in recovering any payment due.

- 6.9 The Supplier may at any time set off any liability of the Customer to the Supplier against any liability of the Supplier to Customer, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this Agreement. Any exercise by the Supplier of its rights under this Clause 6 shall not limit or affect any other rights or remedies available to it under this Agreement or otherwise.

7. DATA PROTECTION

- 7.1 In this Clause 7, the terms "**controller**", "**data processor**", "**data subject**", "**processing**" (and any variants of the same) and "**personal data**" will bear the meanings given to them in the Data Protection Legislation.
- 7.2 The parties acknowledge and agree that with respect to the Customer Content, the Supplier is the data processor and the Customer is the data controller.
- 7.3 The Customer shall be solely responsible for determining the purposes for which and the manner in which the applicable personal data are processed.
- 7.4 For the purposes of Article 28(3) of the GDPR, the Supplier and Customer agree that the subject matter of the processing is the Customer's contact details, the categories of data subjects is the Customer staff users, and the type of personal data is Customer's name, email and other contact information as required to log into the Services and request support.
- 7.5 Each of the Supplier and the Customer warrant that during the term of this Agreement they shall comply with all applicable requirements of the Data Protection Legislation in relation to the processing of personal data.
- 7.6 The Supplier will maintain a written log of all processing of personal data performed on behalf of the Customer.
- 7.7 The Supplier will, in relation to any personal data processed in its capacity as data processor in connection with the performance of the Services:
- 7.7.1 not appoint any Sub-Processor to perform any or all of the Services unless such person (i) is listed on the Register of Sub-Processors and (ii) has submitted in all material respects to terms and conditions of contract with the Supplier which are no less onerous than the terms set out in this Agreement;
- 7.7.2 remain primarily liable for breach of this Agreement arising directly from all acts and omissions of the Sub-Processor in its performance of any part of the sub-contracted services for the Supplier;
- 7.7.3 update the Register of Sub-Processors not less than 4 days in advance of the date on which the change of Sub-contractor is

7.7.4	affected; subject to Clause 7.5 process that personal data only on the written instructions of the Customer unless the Supplier is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Supplier to process personal data. Where the Supplier is relying on laws of a member of the European Union or European Union law as the basis for processing personal data, the Supplier shall notify the Customer of this unless those Applicable Laws prohibit the Supplier from so notifying the Customer;	Customer on termination of this Agreement unless required by Applicable Law to store the personal data;
		7.7.11 maintain complete and accurate records and information to demonstrate its compliance with this Clause 7;
7.7.5	ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the personal data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, ensuring the pseudonymisation, encryption, confidentiality, integrity, availability and resilience of its systems and services, and from time to time assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);	7.7.12 subject to the Customer's confidentiality obligations, permit the Customer, once per year, to audit or carry out inspections at the Supplier's premises upon reasonable prior notice but not less than 14 business days (at the Customer's
		cost including as to any reasonable costs and expenses of the Supplier) to enable the Customer to have access to such information as is necessary for the Customer in relation to assessing the processing of personal data by the Supplier on the Customer's behalf (including information the Customer may need to ensure that both parties are meeting their legal requirements under Article 28(3)); and
		7.7.13 tell the Customer immediately if the Customer asks the Supplier to do something which infringes the Data Protection Legislation.
7.7.6	ensure that all personnel who have access to and/or process the personal data are obliged to keep the personal data confidential; and	7.8 Subject to Clauses 7.7.1 and 7.7.2, the Customer hereby gives its consent to the Supplier to appoint the Sub-Processors from the Register of Sub-Processors for the purpose of performing any or all of the Services under this Agreement for and on behalf of the Supplier.
7.7.7	subject to the Supplier's engagement of its partners listed in the Register of Sub-Processors for the provision of the Services, not transfer any personal data outside of the European Economic Area unless the prior written consent of the Customer has been obtained (such consent not to be unreasonably withheld, delayed or conditioned);	7.9 The Supplier shall promptly notify the Customer in writing of any loss or damage to the personal data that it processes on behalf of the Customer. In the event of any loss or damage to Customer personal data, the Customer's sole and exclusive remedy shall be for the Supplier to use reasonable commercial endeavours to restore the lost or damaged Customer personal data from the latest backup of such personal data. The Supplier shall not be responsible for any loss, destruction, alteration or unauthorised disclosure of Customer personal data caused by any third party (except those third parties subcontracted by the Supplier to perform services related to Customer personal data maintenance and back-up) nor for the security or integrity of any Customer personal data during its transmission via public telecommunications facilities, the Internet or similar.
7.7.8	assist the Customer in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with Supervisory Authorities or regulators and the Supplier shall be entitled to levy an additional charge on the Customer for its reasonable time and effort utilised in providing such prompt cooperation and assistance as well as any costs and expenses incurred;	7.10 The Supplier reserves the right to make any reasonable amendment to this Agreement to bring it into line with any amendment to any Data Protection Legislation or other applicable laws including to reflect the General Data Protection Regulation, or to reflect any requirement or recommendation of the Information Commissioner or any other data protection or supervisory authority in relation to the Processing of personal data.
7.7.9	notify the Customer without undue delay on becoming aware of a Data Breach;	
7.7.10	subject to clause 10.4 below, at the written direction of the Customer, delete or return the personal data and copies thereof to the	

8. CONFIDENTIALITY

- 8.1 Subject to Clause 8.2, each party shall treat all Confidential Information as strictly confidential and shall not disclose Confidential Information to any person.
- 8.2 A party may disclose Confidential Information:
- 8.2.1 if and to the extent required by law or order of the courts, or by any securities exchange

- 82.2 or regulatory or governmental body to which such party is subject, wherever situated (whether or not the requirement for information has the force of law); or on a necessary basis and under conditions of confidentiality to the professional advisers, auditors and bankers of such party; or
- 82.3 if such Confidential Information has come into the public domain other than by a breach of any obligation of confidentiality; or
- 82.4 with the prior written approval of the other party such approval not to be unreasonably withheld or delayed.
- 83 The Customer will ensure that Authorised Users must not pass any information from the Services or information emailed from the Supplier (either from staff or via the Service) to media outlets (newspapers, magazines, newsletters, broadcast companies, internet content companies or any other publishing organisation), even if Authorised Users are acting on behalf of a media outlet.
- 84 The restrictions contained in this Clause 8 shall continue to apply after the termination or expiry of this Agreement (howsoever arising).

9. LIMITATION OF LIABILITY

- 9.1 Nothing in this Agreement shall exclude or limit either party's liability to the other for:
 - 9.1.1 personal injury or death resulting from negligence;
 - 9.1.2 fraud or fraudulent misrepresentations; and;
 - 9.1.3 for any other reason which may not be excluded by applicable law.
- 9.2 Subject to Clauses 9.1 and 9.3 the Supplier shall not be liable to the Customer for:
 - 9.2.1 loss of profits or revenue (whether direct or indirect);
 - 9.2.2 loss on anticipated savings;
 - 9.2.3 loss of or corruption of data;
 - 9.2.4 loss or damage to goodwill, reputation or business; and
 - 9.2.5 any indirect, special or consequential loss, arising out of or in connection with this Agreement or any breach or non-performance of it no matter how fundamental and whether any claim for recovery is based in contract, tort (including by any reason of negligence), for breach of statutory duty or otherwise.
- 9.3 Subject to Clauses 9.1 and 9.2, the Supplier's total aggregate liability under the Agreement whether in contract, tort (including by any reason of negligence) or otherwise in relation to any given event or series of connected events is limited to the greater of:
 - 9.3.1 an amount equal to 100% of the total amount paid or payable by the Customer under this Agreement during the 12-month period immediately preceding the date on which the claim arose; or
 - 9.3.2 if the Customer has not paid any monies under this Agreement then £500.

10. TERMINATION

- 10.1 Either party (Terminating Party) may terminate this Agreement at any time on written notice, either immediately or following such notice period as it shall see fit if the other party:
 - 10.1.1 is in material breach of this Agreement, and such breach is irremediable;
 - 10.1.2 commits any remediable material breach of this Agreement and fails to remedy such breach within a period of 30 business days from the service of a notice specifying the material breach and requiring it to be remedied (or, having so remedied, subsequently commits a similar breach within the next 30 business days). For the avoidance of doubt, a failure to pay a party pursuant to the terms of this Agreement shall constitute a material breach; or
 - 10.1.3 undergoes a change of Control where Control passes to a competitor of the Terminating Party, and such change of Control would (in the Terminating Party's reasonable opinion) have a material effect on the business of the Terminating Party.
- 10.2 In the event of termination by the Supplier in accordance with Clause 10.1 the Customer must pay immediately all fees and costs accrued before the termination, all annual recurring fees for each year remaining in the Initial or Renewal Period (as applicable) and any other amounts the Customer owes to the Supplier under this Agreement.
- 10.3 Either party may terminate the Agreement immediately by notice in writing to the other if the other:
 - 10.3.1 has a winding up petition presented against it and does not make an application to set aside the same within 7 days or goes into liquidation whether compulsorily or voluntarily (unless as part of a bona fide scheme for amalgamation or reconstruction first approved in writing by the other party);
 - 10.3.2 becomes subject to an administration order;
 - 10.3.3 has a receiver or administrative receiver appointed over or encumbrancer take possession of the whole or any part of its assets, compounds with its creditors or any class of the same;
 - 10.3.4 ceases to carry on its business or threatens to cease the same or becomes unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
 - 10.3.5 being an individual, has a bankruptcy order made against him or, being a partnership, has a bankruptcy order made against any of the partners or a notice served by a partner for the dissolution of the partnership; or
 - 10.3.6 undergoes any similar or equivalent process to the above in any jurisdiction.
- 10.4 Upon expiration or any termination of this Agreement, the Supplier shall, at the Customer's request, return or certify that the Supplier has destroyed all copies or records of the Customer Content in its possession. Any request made by the Customer for the return of such Customer Content

must be made no later than 60 days after the date of the termination or expiry of this Agreement, and upon receipt of such request, the Supplier shall use reasonable commercial endeavours to deliver the back-up to the Customer by way of a standard xml download within 30 days of its receipt of such a written request, provided that the Customer has, at that time, paid all Fees and charges outstanding at and resulting from termination or expiry. All Customer Content whether in any live or back-up environment shall be permanently deleted within 100 days after termination or expiration of this Agreement.

104.1 The Customer shall pay all reasonable expenses incurred by the Supplier disposing of Customer Content or in returning the Customer Content following a request in accordance with Clause 10.4 in any format other than by way of a standard xml download.

11. NON-SOLICITATION

111 During the period during which the Supplier is providing the Services to the Customer and for a period of six months thereafter the Customer shall not (whether personally or by its agent and whether for itself or on behalf of any other person, firm or company) induce or seek to induce any employee of the Supplier to leave the Supplier's employment. If the Customer commits any breach of this Clause, the Customer shall on demand pay to the Supplier a sum equal to one year's basic salary or the annual fee that was payable by the Supplier to that employee plus the recruitment costs incurred by the Supplier in replacing such person. The Customer shall not be in breach of this Clause as a result of running a national advertising campaign open to all applicants and not specifically targeted at any of the Supplier's staff.

12. DISPUTE RESOLUTION

121 The parties shall attempt to resolve any dispute arising out of or relating to this Subscription Agreement through negotiations between senior executives of the parties, who have authority to settle the same.

122 If the matter is not resolved by negotiation within 30 days of receipt of a written 'invitation to negotiate', a party may refer the dispute to a mediator for resolution. The parties shall attempt to agree upon the appointment of a mediator, upon receipt, by either of them, of a written notice to concur in such appointment. Should the parties fail to agree within 14 days, either party, upon giving written notice, may apply to the President or the Deputy President, for the time being, of the Chartered Institute of Arbitrators, for the appointment of a mediator.

123 Should the mediation fail, in whole or in part, to resolve the dispute within thirty (30) Business Days either party shall be entitled to seek resolution of the dispute by application to the English Courts.

124 In relation to:

124.1 any dispute involving any allegations of infringement of intellectual property rights or misuse of Confidential

Information or breach of confidence;

124.2 any other dispute in which either party's rights are reasonably likely to suffer significant prejudice in the event that it is not able to apply to the Court for non-monetary relief,

124.3 then in any such case either party may apply to the English Courts without having to go through any of the other procedures provided for by this Clause 2 or otherwise by this agreement. In that event, all issues in the dispute concerned (including those in relation to which monetary relief is sought) may be dealt with by the English Courts.

13. GENERAL

131 No agency, partnership, joint venture, or employment relationship is created by this Agreement and neither party has the power to bind the other party.

132 The following Clauses shall survive termination of this Agreement: Clause 1, Clause 3, Clause 8, Clause 9, Clause 10.2, Clause 11, Clause 12 and Clause 13, together with any other Clauses which expressly or by implication are intended to continue in force on or after termination.

133 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed and construed in accordance with English Law. In the event of dispute, the English courts shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims). The failure to exercise or delay in exercising a right or remedy provided to a party under this Agreement shall not constitute a waiver of that right or remedy, and no waiver by a party of any breach of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision. Unless otherwise stated in this Agreement, each right or remedy of a party under this Agreement is without prejudice to any other right or remedy of that party under this Agreement or at law.

134 Any notice required to be given under this Agreement shall be in writing and shall be delivered by hand or sent by recorded delivery post to the other party at its address set out in this Agreement, or such other address as may have been notified by that party for such purposes.

135 Any notice to be given shall be deemed effective (a) when left at the address mentioned above (if delivered personally) or (b) two business days after posting by recorded delivery.

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

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

138 If any provision of this Agreement is declared by any court of competent jurisdiction or body to be illegal, invalid or unenforceable under the law of any jurisdiction, or if any enactment is passed that renders

- any provision of this Agreement illegal, invalid or unenforceable this shall not affect or impair the legality, validity or enforceability of the remaining provisions of this Agreement.
- 13.9 A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Agreement.
- 13.10 This Agreement constitutes the entire agreement and understanding between the parties relating to the transactions contemplated by or in connection with this Agreement and the other matters referred to in this Agreement and supersedes any other agreement or understanding (written or oral) between the parties or any of them relating to the same. For the avoidance of doubt, additional terms and conditions contained in any purchase order, email, proposal or other documentation or communication of any kind shall not apply. If any term in Schedules A-D conflicts with a term in the Subscription Order Form, then, unless as expressly stated otherwise in the Subscription Order Form, the terms in the Subscription Order Form shall prevail.
- 13.11 Each party acknowledges and agrees that it does not rely on, and shall have no remedy in respect of, any promise, assurance, statement, warranty, undertaking or representation made (whether innocently or negligently) by any other party or any other person except as expressly set out in this Agreement in respect of which its sole remedy shall be for breach of contract. Nothing in this Clause 13.11, however, shall operate or be construed to exclude or limit any liability of any person for fraud, including fraudulent misrepresentation.
- 13.12 Except as expressly provided in this Agreement, all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this agreement.
- 13.13 The Supplier shall have no liability to the Customer under this Agreement if it is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business, by a Force Majeure Event, provided that the Customer is notified of such an event and its expected duration.
- 13.14 Both parties warrant that: (i) they shall comply with all applicable laws; (ii) they have full capacity, authority and all necessary consents to enter into and perform this Agreement; and (iii) this Agreement is executed by an authorised representative of each party.
- 13.15 The parties shall: (i) comply with all applicable laws, rules, statutes and regulations relating to anti-bribery and anti-corruption including, but not limited to, the UK Bribery Act 2010 (Relevant Requirements); (ii) not undertake nor cause nor permit to be undertaken any activity which either: (a) is illegal under any applicable laws, decrees, promulgations, rules or regulations in effect in any country; or (b) would have the effect of causing the other party to be in violation of any applicable laws, decrees, promulgations, rules or regulations in effect, including but not limited to the United Kingdom and any other country where the Services would be provided; (iii) promptly report to the other party any request or demand for any undue financial

13.16 or other advantage of any kind received by it in connection with the performance of this Agreement. The Customer agrees that the Supplier may issue a press release announcing the order once the Agreement is signed. The release to be issued will be agreed with the Customer in advance. For the avoidance of doubt, neither party will make any derogatory comment regarding the other party in any medium (whether social or otherwise).