

REALYSE PLATFORM TERMS OF USE (ENTERPRISE)

These Terms of Use, unless otherwise expressly agreed between the Supplier and the Customer in writing, shall be deemed incorporated into any Order Form between a Customer and the Supplier for the provision of the Services.

The Supplier has agreed to provide and the Customer has agreed to use and pay for the Services on and subject to these Terms of Use:

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in these Terms of Use.

Authorised User(s): those employees and agents of the Customer who are authorised by the Customer to use the Services and the Documentation, whose names shall be recorded by the Customer pursuant to clause 2.2.4, or, where the Customer is an individual, the Customer.

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Confidential Information: information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 11.6 or clause 11.7.

Contract: the contract between the Customer and the Supplier for the provision of the Service as set out in the Order Form and incorporating these Terms of Use.

Customer: means the person purchasing the User Subscription(s) for use of the Services as set out in the Order Form.

Customer Data: the data inputted by the Customer (or the Supplier on the Customer's behalf) for the purpose of using the Services or facilitating the Customer's use of the Services.

Documentation: the document made available to the Customer by the Supplier online via www.realyse.com or such other web address notified by the Supplier to the Customer from time to time which sets out a description of the Services and the user instructions for the Services.

Effective Date: the effective date of the Order Form (as stated therein).

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and related rights, trade marks and service marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual

property rights, including all applications for (and rights to apply for and be granted), renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world.

Order Form: means the order form for the Services, incorporating these Terms of Use, either provided by the Supplier and accepted by the Customer or completed by the Customer (via www.realyse.com) and accepted by the Supplier in writing.

Processed Data: the results and data extracted by the Customer which has been processed from the Customer Data using the Services.

Services: the services provided by the Supplier to the Customer under these Terms of Use via www.realyse.com or any other website notified to the Customer by the Supplier from time to time, as more particularly described in the Order Form and the Documentation.

Software: the online software applications provided by the Supplier as part of the Services.

Subscription Fees: the subscription fees payable by the Customer to the Supplier as set out in the Order Form.

Subscription Term: has the meaning given in clause 14.1.

Supplier: Treex Ltd (t/a REalyse) company number 09510363 and with its registered office c/o Peachey & Co LLP, 95 Aldwych, London WC2B 4JF.

User Subscriptions: the user subscription(s) (as set out in the Order Form and described in the Documentation) purchased by the Customer pursuant to these Terms of Use which each entitle one individual Authorised User to access and use the Services and the Documentation in accordance with these Terms of Use.

Virus: any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent,

- impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.
- 1.2 Clause, schedule and paragraph headings shall not affect the interpretation of these Terms of Use.
- 1.3 A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to a statute or statutory provision is a reference to it as it is in force as at the date of these Terms of Use.
- 1.8 A reference to a statute or statutory provision shall include all subordinate legislation made as at the Effective Date under that statute or statutory provision.
- 1.9 A reference to writing or written includes e-mail.
- 1.10 References to clauses and schedules are to the clauses and schedules of these Terms of Use; references to paragraphs are to paragraphs of the relevant schedule to these Terms of Use.
- 2. USER SUBSCRIPTIONS**
- 2.1 Subject to the Customer paying the Subscription Fees, in accordance with clause 9, and complying with the restrictions set out in this clause 2 and the other terms and conditions of these Terms of Use, the Supplier hereby grants to the Customer, acting by its Authorised Users only, a non-exclusive, non-assignable, non-transferable right, and without the right to grant sub-licences, to use the Services and the Documentation during the Subscription Term solely for the Customer's benefit.
- 2.2 The Customer undertakes that (and shall ensure that each of its Authorised Users shall comply with):
- 2.2.1 the maximum number of Authorised Users that are authorised to access and use the Services (and the Documentation) shall not exceed the maximum number of User Subscriptions it has purchased from time to time;
- 2.2.2 it will not allow or suffer any User Subscription to be used by more than one Authorised User unless it has been reassigned in its entirety to another Authorised User, and the Supplier is given notice in writing of the same;
- 2.2.3 each Authorised User shall keep a secure password for his use of the Services and Documentation, and that each Authorised User shall keep his password confidential;
- 2.2.4 it shall maintain a written, up to date list of current Authorised Users and provide such list to the Supplier within 5 Business Days of the Supplier's written request at any time or times;
- 2.2.5 it shall permit the Supplier to audit the use of the Services in order to establish the name and password of each Authorised User. Such audit 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;
- 2.2.6 if any of the audits referred to in clause 2.2.5 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, the Customer shall promptly disable such passwords and the Supplier shall not issue any new passwords to any such individual; and
- 2.2.7 if any of the audits referred to in clause 2.2.5 reveal that the Customer has underpaid Subscription 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 within 10 Business Days of demand.
- 2.3 The Customer shall not (and shall procure that its Authorised Users do not) access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services that:
- 2.3.1 is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
- 2.3.2 facilitates illegal activity;
- 2.3.3 depicts sexually explicit images;

- 2.3.4 promotes unlawful violence;
- 2.3.5 is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
- 2.3.6 is otherwise illegal or causes damage or injury to any person or property;
- and the Supplier reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's access to any material that breaches the provisions of this clause.
- 2.4 Subject to clause 2.5, the Customer shall not (and shall procure that its Authorised Users do not):
- 2.4.1 except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted hereunder:
- (a) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, transmit, or distribute all or any portion of the Software or the Processed Data, or
- (b) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or
- 2.4.2 access all or any part of the Services and Documentation to obtain Intellectual Property Rights and/or other knowhow in order to build a product or service which competes, or could compete, with the Services; or
- 2.4.3 use the Services and/or Documentation to provide services to third parties equivalent or akin to the Services; or
- 2.4.4 subject to clause 21.1, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Documentation available to any third party except the Authorised Users, or
- 2.4.5 attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation, other than as provided under this clause 2.
- 2.5 Notwithstanding clause 2.4, the Customer is permitted to use the Software to produce Processed Data which may be used:
- 2.5.1 in raw data format (such as CSV or JSON) for internal business purposes
- including the preparation of reports, presentations and models (subject always to clause 5);
- 2.5.2 in visual formats (including PNG and PDF) for external sales, marketing and business development purposes; and
- 2.5.3 subject to clause 5, as part of a report, presentation or other analysis prepared by the Customer for other external use so long as the Processed Data forms only a part (and not the whole or substantially the whole) of the analysis.
- 2.5.4 provided that the source of the information is referenced as '*Source: REahyse*'
- 2.6 The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the Documentation and, in the event of any such unauthorised access or use, it will promptly notify the Supplier.
- 2.7 The rights provided under this clause 2 are granted to the Customer only, and shall not be considered granted to any subsidiary or holding company of the Customer.
- 3. SERVICES**
- 3.1 The Supplier shall, during the Subscription Term, provide access to the Services and make available the Documentation to the Customer in accordance with and subject to the Order Form and these Terms of Use.
- 3.2 The Supplier shall use commercially reasonable endeavours to make the Services available 24 hours a day, seven days a week, except for:
- 3.2.1 planned maintenance carried out during the maintenance window of 10.00 pm to 2.00 am UK time; and
- 3.2.2 unscheduled emergency maintenance, repairs and alterations.
- 4. CUSTOMER DATA**
- 4.1 The Customer shall own all right, title and interest in and to all of the Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data.
- 4.2 In the event of any loss or damage to Customer 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 Data from the latest back-up of such Customer Data maintained by the Supplier in accordance with its back-up or other such procedures. The Supplier shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party (except

those third parties sub-contracted by the Supplier to perform services related to Customer Data maintenance and back-up).

4.3 The Supplier shall, in providing the Services, use reasonable endeavours to protect the privacy and security of the Customer Data.

4.4 If the Supplier processes any personal data on the Customer's behalf when performing its obligations hereunder both parties shall comply with their obligations under the EU General Data Protection Regulation 2016/679 ("EU GDPR"), the Data Protection Act 2018 ("DPA 2018"), the UK GDPR (as defined in section 3(10) DPA 2018) and any other legislation in force in the UK or in EU member states from time to time which implements the DPA 2018, UK GDPR or EU GDPR, when providing the Service.

4.5 The Customer grants the Supplier unlimited, unrestricted and royalty free rights in perpetuity to use the Customer Data.

5. PROCESSED DATA

5.1 The Customer acknowledges that:

5.1.1 all Intellectual Property Rights in the Processed Data are and will remain the property of the Supplier or its licensors, as the case may be; and

5.1.2 it shall have no rights in or to the Processed Data other than an exclusive, non-assignable, royalty free right to use it under these Terms of Use.

5.2 Whilst the Supplier endeavours to ensure the accuracy of the Services, the Processed Data is provided for general information only and should not be relied upon or used as the sole basis for making significant decisions. Any reliance upon the Processed Data shall be at the Customers own risk. The Supplier shall not be responsible if the Processed Data is not accurate, complete or current. The Supplier shall not have any responsibility for any consequence relating directly or indirectly to any action or inaction that the Customer takes based on the Processed Data.

5.3 The Supplier is not authorised by the Financial Conduct Authority in the United Kingdom. The Processed Data is not intended to constitute any form of investment, tax, legal, or any form of financial advice; does not constitute any form of invitation, inducement or recommendation; and shall not be relied upon by the Customer in making (or refraining from making) any specific investment or other decision.

6. THIRD PARTY PROVIDERS

The Customer acknowledges that the Services may enable or assist it to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites

and that it does so solely at its own risk. The Supplier makes 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 the Customer, with any such third party. Any contract entered into and any transaction completed via any third-party website is between the Customer and the relevant third party, and not the Supplier. The Supplier recommends that the Customer refers to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. The Supplier does not endorse or approve any third-party website nor the content of any of the third-party website made available via the Services and shall have no liability to the Customer for any loss or damage suffered as a result of a Customer accessing and/or using any such third-party website.

7. SUPPLIER'S OBLIGATIONS

7.1 The Supplier undertakes that the Services will be performed substantially in accordance with the Documentation and with reasonable skill and care.

7.2 The undertaking at clause 7.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to the Supplier's instructions, or modification or alteration of the Services by any party other than the Supplier or the Supplier's duly authorised contractors or agents. If the Services do not conform with the foregoing undertaking, the Supplier will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 7.1. Notwithstanding the foregoing, the Supplier:

7.2.1 does not warrant that the Customer's use of the Services will be uninterrupted or error-free; or that the Services, Documentation and/or the information obtained by the Customer through the Services will meet the Customer's requirements; and

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

7.3 These Terms of Use shall not prevent the Supplier 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 hereunder.

7.4 The Supplier warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations hereunder.

8. CUSTOMER'S OBLIGATIONS

8.1 The Customer agrees and undertakes to:

8.1.1 provide the Supplier with:

(a) all necessary co-operation in relation to these Terms of Use; and

(b) all necessary access to such information as may be required by the Supplier;

in order to provide the Services, including but not limited to Customer Data, security access information and configuration services;

8.1.2 comply with all applicable laws and regulations with respect to its activities hereunder;

8.1.3 carry out all other Customer responsibilities set out in these Terms of Use in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, the Supplier may adjust any agreed timetable or delivery schedule as reasonably necessary;

8.1.4 ensure that the Authorised Users use the Services and the Documentation in accordance with these Terms of Use and shall indemnify the Supplier for any Authorised User's breach of these Terms of Use;

8.1.5 obtain and shall maintain all necessary licences, consents, and permissions necessary for the Supplier, its contractors and agents to perform their obligations hereunder, including without limitation the Services;

8.1.6 ensure that its network and systems comply with the relevant specifications provided by the Supplier from time to time; and

8.1.7 be solely responsible for procuring and maintaining its network connections and telecommunications links from its

systems to the Supplier's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

9. CHARGES AND PAYMENT

9.1 The Customer shall pay the Subscription Fees to the Supplier for the User Subscriptions in accordance with the Order Form and this clause 9.

9.2 The Customer shall provide to the Supplier with a valid direct debit scheme or approved purchase order information acceptable to the Supplier and any other relevant valid, up-to-date and complete contact and billing details and, if the Customer provides:

9.2.1 direct debit scheme details to the Supplier, the Customer hereby authorises the Supplier to debit the Subscription Fees; and

9.2.2 its approved purchase order information to the Supplier, the Supplier shall invoice the Customer from the Effective Date the Subscription Fees, payable within 30 days.

9.3 If the Supplier has not received payment within 7 days after the due date, and without prejudice to any other rights and remedies of the Supplier:

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

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

9.4 All amounts and fees stated or referred to in these Terms of Use and the Order Form (including but not limited to the Subscription Fees):

9.4.1 are, from the first anniversary of the Effective Date onwards, subject to a year-on-year increase either in accordance with the annual change in the UK PPI Index (or any official index replacing it) during the preceding year or of 3.5%, whichever is higher;

9.4.2 shall be payable in pounds sterling;

- 9.4.3 are, subject to clause 14.5 (only), non-cancellable and non-refundable; and
- 9.4.4 are exclusive of value added tax, which shall be added to the Supplier's invoice(s) and charged at the appropriate rate.
- 10. PROPRIETARY RIGHTS**
- 10.1 The Customer acknowledges and agrees that the Supplier and/or its licensors own all Intellectual Property Rights in the Services and the Documentation. Except as expressly stated herein, these Terms of Use do not grant the Customer any rights to, under or in, any Intellectual Property Rights in respect of the Services or the Documentation.
- 10.2 The Supplier confirms that it has all the rights in relation to the Services and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, these Terms of Use.
- 10.3 The Customer agrees that any use by it of any Processed Data in any document, report, study or other works produced by it shall cite the Supplier and the month and year the Processed Data was extracted as follows – REalyse, [Month, Year].
- 11. CONFIDENTIALITY**
- 11.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations hereunder. A party's Confidential Information shall not be deemed to include information that:
- 11.1.1 is or becomes publicly known other than through any act or omission of the receiving party;
- 11.1.2 was in the other party's lawful possession before the disclosure;
- 11.1.3 is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or
- 11.1.4 is independently developed by the receiving party, which independent development can be shown by written evidence.
- 11.2 Subject to clause 11.4, each party shall hold the other's Confidential Information in confidence and not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of the Contract.
- 11.3 Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of these Terms of Use.
- 11.4 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 11.4, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.
- 11.5 Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.
- 11.6 The Customer acknowledges that details of the Services, and the results of any performance tests of the Services, constitute the Supplier's Confidential Information.
- 11.7 The Supplier acknowledges that the Customer Data is the Confidential Information of the Customer.
- 11.8 The parties acknowledge that damages may be an insufficient remedy for breach of the undertakings set out in clause 11 of this agreement and that in addition, without prejudice to all other remedies available to the disclosing party, the disclosing party shall be entitled to a specific performance, injunction or other equitable relief as a remedy for such breach.
- 11.9 The above provisions of this clause 11 shall survive termination of the Contact, however arising.
- 11.10 The Supplier may announce on its website that it has entered into an agreement to provide services to the Customer and include a graphical representation of the Customer's logo along with such announcement.
- 12. INDEMNITIES**
- 12.1 The Customer shall indemnify the Supplier against all liabilities, reasonable and properly incurred costs and expenses, damages and losses suffered or incurred by the Supplier arising out of or in connection with any material breach of clause 2.4 by the Customer or any Authorised User (or other person who unlawfully accesses the Services as a result of the Customer's negligence or wilful misconduct in breach of clause 2.2.2).
- 12.2 The Supplier shall defend the Customer, its officers, directors and employees against any claim that the Services or Documentation infringes any United Kingdom patent effective as of the Effective Date, copyright, trade mark, database right or right of confidentiality, and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims, provided that:

- 12.2.1 the Supplier is given prompt notice of any such claim;
- 12.2.2 the Customer provides reasonable cooperation to the Supplier in the defence and settlement of such claim, at the Supplier's expense; and
- 12.2.3 the Supplier is given sole authority to defend or settle the claim.
- 12.3 In the defence or settlement of any claim, the Supplier may procure the right for the Customer to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate the Contract on 2 Business Days' notice to the Customer without any additional liability or obligation to pay liquidated damages or other additional costs to the Customer.
- 12.4 In no event shall the Supplier, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on:
 - 12.4.1 a modification of the Services or Documentation by anyone other than the Supplier; or
 - 12.4.2 the Customer's use of the Services or Documentation in a manner contrary to the instructions given to the Customer by the Supplier; or
 - 12.4.3 the Customer's use of the Services or Documentation after notice of the alleged or actual infringement from the Supplier or any appropriate authority.
- 12.5 The foregoing states the Customer's sole and exclusive rights and remedies, and the Supplier's (including the Supplier's employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.
- 13. LIMITATION OF LIABILITY**
- 13.1 Except as expressly and specifically provided herein:
 - 13.1.1 the Customer assumes sole responsibility for Processed Data obtained from the use of the Services and the Documentation by the Customer, and for conclusions drawn from such use. The Supplier shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to the Supplier by the Customer in connection with the Services, or any actions taken by the Supplier at the Customer's direction;
 - 13.1.2 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 these Terms of Use; and
 - 13.1.3 the Services and the Documentation are provided to the Customer on an "as is" basis.
- 13.2 Nothing in these Terms of Use excludes the liability of the Supplier:
 - 13.2.1 for death or personal injury caused by the Supplier's negligence; or
 - 13.2.2 for fraud or fraudulent misrepresentation.
- 13.3 Subject to clause 13.1 and clause 13.2:
 - 13.3.1 the Supplier shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising hereunder; and
 - 13.3.2 the Supplier's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Subscription Fees actually received by the Supplier from the Customer over the preceding 12 months.
- 14. TERM AND TERMINATION**
- 14.1 The Contract shall, unless otherwise terminated as provided in this clause 14, commence on the Effective Date and shall continue until:
 - 14.1.1 if either party gives the other notice of non-renewal at least 30 days before the end of the Minimum Term, the end of the Minimum Term; or
 - 14.1.2 otherwise until terminated by either party under clause 14.3,
 the "Subscription Term".
- 14.2 If the agreement is not terminated in accordance with clause 14.1 at the end of Minimum Term, the Minimum Term shall be automatically extended by a further 12 months and the agreement shall continue accordingly until terminated in accordance with clause 14.1.
- 14.3 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

- 14.3.1 the other party fails to pay any amount due hereunder on the due date for payment and remains in default not less than 15 days after being notified in writing to make such payment;
- 14.3.2 the other party commits a material breach of these Terms of Use or any term set out in the Order Form which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 5 Business Days after being notified in writing to do so;
- 14.3.3 the other party repeatedly breaches any of the terms of these Terms of Use in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of these Terms of Use;
- 14.3.4 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or
- 14.3.5 the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.
- 14.4 On termination of the Contract for any reason:
- 14.4.1 all licences granted hereunder shall immediately terminate and the Customer shall immediately cease all use of the Services and/or the Documentation;
- 14.4.2 each party shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party;
- 14.4.3 the Supplier may destroy or otherwise dispose of any of the Customer Data in its possession;
- 14.4.4 any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of these Terms of Use which existed at or before the date of termination shall not be affected or prejudiced; and
- 14.4.5 clauses 11 and 12 shall survive and the obligations contained therein shall continue.
- 14.5 On termination of the Contract by the Supplier pursuant to clause 14.1 the Supplier shall reimburse the Customer for any Subscription Fees paid in advance and attributable to the period after such termination (on a linear and pro rata basis).
- 14.6 Should the Supplier terminate (or be entitled to terminate) the Contract pursuant to clause 14.3.1 then the Supplier may in its absolute discretion (and without prejudice to its rights to sue for damage or payment of the relevant unpaid amount in full) cease providing the Services and issue an invoice to the Customer for the period during which the Customer has had access to the Services, without having paid the corresponding Subscription Fees, (on a linear and pro rata basis) and in which case such invoice shall be immediately due and payable by the Customer.
- 15. FORCE MAJEURE**
- The Supplier shall have no liability to the Customer hereunder if it is prevented from or delayed in performing its obligations under the Contract, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, 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, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that the Customer is notified of such an event and its expected duration.
- 16. WAIVER**
- No failure or delay by a party to exercise any right or remedy provided hereunder or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 17. RIGHTS AND REMEDIES**
- Except as expressly provided in the Contract, the rights and remedies provided under the Contract are in addition to, and not exclusive of, any rights or remedies provided by law.
- 18. SEVERANCE**
- 18.1 If any provision (or part of a provision) of the Contract is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

18.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

19. ENTIRE AGREEMENT

19.1 These Terms of Use and the Order Form, and the documentation specifically referred to herein constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

19.2 Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms of Use or the Order Form.

19.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Terms of Use or the Order Form.

19.4 Nothing in this clause shall limit or exclude any liability for fraud.

20. VARIATIONS

20.1 The Supplier is continuously updating and changing the Services, and reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, any part of the Services with or without notice. The Customer agrees that the Supplier shall not be liable to it or to any third party for any modification, suspension or discontinuance of the Services (or any part thereof).

20.2 The Supplier reserves the right, with the Customer's consent not to be unreasonably withheld or delayed (and delay shall in this instance mean 10 Business Day, after which the Customer shall be deemed to consent) to vary these Terms of Use by posting revised terms on its website and giving the Customer notice of the same.

21. ASSIGNMENT

21.1 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 the Contract.

21.2 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 the Contract. The Supplier shall remain responsible for the acts and/or omissions of its assignees or subcontractors.

22. NO PARTNERSHIP OR AGENCY

Nothing in the Contract is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

23. THIRD PARTY RIGHTS

The Contract does not confer any rights on any person or party (other than the parties to the Contract and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

24. NOTICES

24.1 Any notice required to be given under the Contract shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its address set out in the Order Form, or such other address as may have been notified by that party for such purposes, or sent by email to the other party's email address as follows:

24.1.1 the Customer's contact email address as set out in the Order Form;

24.1.2 the Supplier's email address shall be support@realyse.com,

each as may be updated from time to time by notice in writing to the other party.

24.2 A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9 am on the first business day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post. A notice sent by email shall be deemed to have been received at the time of transmission (as shown on the sender's server).

25. GOVERNING LAW

The Contract 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 by and construed in accordance with the law of England and Wales.

26. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract or its

subject matter or formation (including non-contractual disputes or claims).

27. MONEY LAUNDERING, SANCTIONS AND CREDIT CHECKS

- 27.1 The Supplier may, in its absolute discretion, require verification of the Customer's (or, where appropriate, its ultimate beneficial owner's) identity to the extent that the Customer has not already provided the same.
- 27.2 If within a reasonable time after a request for verification of identity pursuant to clause 27.1 the Supplier has not received satisfactory evidence, it may suspend the Customer's access to the Services.
- 27.3 Where the Customer is permitted under the Contract to pay the annual Subscription Fees periodically (e.g. monthly) during the Subscription Term then the Supplier may, acting reasonably, ask that the Customer provide financial information showing that it has sufficient current assets to pay the Subscription Fees for the full Subscription Term.
- 27.4 If within a reasonable time after a request for financial information pursuant to clause 27.3 the Supplier has not received satisfactory evidence, it may invoice the Customer for the full amount of the Subscription Fees payable until the end of the Subscription Term and suspend the Customer's access to the Services until such time as the invoice is paid in full.