

IMPORTANT NOTICE: PLEASE READ CAREFULLY BEFORE DOWNLOADING OR ACTIVATING ANY SOFTWARE OR RECEIVING ANY SOFTWARE SERVICES FROM ACUITY RISK MANAGEMENT LIMITED:

Last updated 20th March 2020

This agreement is a legal agreement between you (“**Licensee**” or “**you**”) and Acuity Risk Management Limited whose registered office is at Wey Court West, Union Road, Farnham, England, GU9 7PT (“**Licensor**” or “**we**”) for the STREAM software product (“**Software**”), which includes computer software, the data supplied with it, the associated media, printed materials and online **and/or** electronic documentation (“**Documentation**”).

This agreement sets out the terms and conditions of licence of the Software and documentation where the Licensor grants a licence under the provisions of clause 1.1 (“**Licence**”)

BY PROCEEDING TO DOWNLOAD AND / OR ACTIVATE ANY SOFTWARE FROM ACUITY RISK MANAGEMENT LIMITED YOU AGREE TO THE TERMS OF THIS LICENCE WHICH WILL BIND YOU. IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENCE, WE ARE UNWILLING TO LICENSE THE SOFTWARE TO YOU AND YOU MUST DISCONTINUE THE DOWNLOADING OR ACTIVATION PROCESS NOW.

Schedule 4 of this agreement (and the clauses of this agreement specified in paragraph 12 thereof) sets out the terms and conditions of the provision of the Software Services (as defined in Schedule 4). BY RECEIVING THE PROVISION OF SOFTWARE SERVICES, YOU AGREE TO SUCH TERMS AND CONDITIONS.

1. GRANT, LICENCE FEES AND SCOPE OF LICENCE

1.1 In consideration of you agreeing to abide by the terms of this Licence, the Licensor hereby grants to you:

1.1.1 in the case of a Free Single User Licence (as defined in condition 1.3.1.1 below) a perpetual, periodic or limited term non-exclusive, non-transferable licence to use the Software and the Documentation on the terms of this Licence;

1.1.2 in the case of a Paid Single User Licence (as defined in condition 1.3.1.2 below) a perpetual or a periodic non-exclusive, non-transferable licence to use the Software and the Documentation on the terms of this Licence; and

1.1.3 in the case of a Multi User Licence (as defined in condition 1.3.1.3 below) a perpetual or a periodic non-exclusive, non-transferable licence to use the Software and the Documentation on the terms of this Licence.

1.2 No licence fees shall be payable in respect of a Free Single User Licence. Licence fees shall be payable in respect of a Paid Single User Licence or a Multi User Licence as agreed between us. A Licensee wishing to purchase a Paid Single User Licence or a Multi User Licence should contact the Licensor using the contact details set out on the Licensor’s website. You may download, install and use the

Software which is the subject of the Paid Single User Licence or Multi User Licence if:

- 1.2.1 you have issued a purchase order to the Licensor which the Licensor has accepted by making available for download the Software which is the subject of the Paid Single User Licence or Multi User Licence;
- 1.2.2 you have purchased a Paid Single User Licence or a Multi User Licence from an authorised partner of the Licensor (“**Authorised Partner**”) and the Authorised Partner has issued a purchase order to the Licensor in respect of such Paid Single User Licence or Multi User Licence;
- 1.2.3 you have purchased a Paid Single User Licence or a Multi User Licence via a credit card transaction or a bank transfer into the Licensor’s bank account.

1.3 You may:

- 1.3.1 download, install and use the Software for your business purposes only either (as agreed between the parties):
 - (i) 1.3.1.1 on one computer if the Licence is a free single-user licence (“**Free Single User Licence**”);
 - (ii) 1.3.1.2 on one computer if the License is a paid-for single-user licence (“**Paid Single User Licence**”); or
 - (iii) 1.3.1.3 (subject to condition 1.2) if the Licence is a multi-user or network licence, for the configuration (number of database servers, fixed and / or shared users) agreed between you and us (“**Multi User Licence**”);
- 1.3.2 make a reasonable number of copies of the Software for back-up purposes only, provided that this is necessary for the activities permitted under condition 4.1;
- 1.3.3 use any Documentation in support of the use permitted under condition 1.1 and such number of copies of the Documentation as are reasonably necessary for its lawful use.

2. SOFTWARE SERVICES

If you have issued a purchase order to the Licensor for the provision of the Software Services and such purchase order has been accepted by the Licensor then the provisions of Schedule 4 (and the provisions of this agreement as specified in paragraph 12 thereof) shall apply.

3. DURATION

- 3.1 Unless otherwise specified in writing by the Licensor a periodic Licence is granted for a period of thirty-six months from the date the Software is made available by the Licensor for download by the Licensee (“Licence Commencement Date”). The periodic Licence will renew annually every 12 months (the first such renewal taking

place on the third anniversary of the Licence Commencement Date and each subsequent renewal taking place on each anniversary date thereafter (the first renewal and each such renewal being referred to as a "Licence Renewal Date"). In the event that the Licensee does not wish to renew the periodic Licence notice of termination must be given to the Licensor at least 60 days prior to the next Licence Renewal Date. If notice of termination is given less than 60 days before the next Licence Renewal Date, then the fee for the periodic Licence for the 12 months commencing on such next Licence Renewal Date will be payable in full and the periodic Licence will be treated as terminated from the end of such 12 months commencing on such next Licence Renewal Date.

4. LICENSEE'S UNDERTAKINGS

4.1 Except as expressly set out in this Licence or as permitted by any local law or as expressly agreed by the Licensor in writing, you undertake:

4.1.1 not to copy the Software or Documentation except where such copying is incidental to normal use of the Software, or where it is necessary for the purpose of back-up or operational security;

4.1.2 not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Software or Documentation;

4.1.3 not to make alterations to, or modifications of, the whole or any part of the Software, nor permit the Software or any part of it to be combined with, or become incorporated in, any other programs;

4.1.4 not to disassemble, decompile, reverse engineer or create derivative works based on, the whole or any part of the Software nor attempt to do any such thing except to the extent that (by virtue of section 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are essential for the purpose of achieving inter-operability of the Software with another software program, and provided that the information obtained by you during such activities:

4.1.4.1 is used only for the purpose of achieving inter-operability of the Software with another software program; and

4.1.4.2 is not unnecessarily disclosed or communicated without the Licensor's prior written consent to any third party; and

4.1.4.3 is not used to create any software which is substantially similar to the Software

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

4.1.6 to include the copyright notice of the Licensor on all entire and partial copies you make of the Software on any medium;

4.1.7 not to provide or otherwise make available the Software in whole or in part (including but not limited to program listings, object and source program listings, object code and source code), in any form to any person other than

your employees or contractors without prior written consent from the Licensor.

- 4.2 You must permit the Licensor and its representatives, at all reasonable times and on reasonable advance notice, to inspect and have access to any premises at which the Software or the Documentation is being kept or used, to the computer equipment located there, and to any records kept pursuant to this Licence, for the purpose of ensuring that you are complying with the terms of this Licence.

5. APPLICATIONS, UTILITIES, INTERFACES, EXTENSIONS AND CONTENT

You may wish to use one or more of the Licensor's applications, utilities, interfaces, extensions and content. A description of the facilities and functions that the applications, utilities, interfaces, extensions and content provide is referred to on our website. Some of the applications, utilities, interfaces, extensions and content are available free of charge and some require payment. The cost (where applicable) of purchasing a licence for each application, utility, interface, extension and content is referred to on our website. If you wish to purchase one or more of the Licensor's applications, utilities, interfaces, extensions or content you should contact the Licensor using the contact details set out on the Licensor's website. The licence terms relating to the use of any such applications, utilities, interface, extensions or content are the same as contained in this Licence and for such purpose any application, utility, interface, extension or content shall be deemed to be included within the definition of Software and any documentation issued by the Licensor in connection with any application, utility, interface, extension or content shall be deemed to be included within the definition of Documentation.

6. SUPPORT

- 6.1 You may wish to engage the Licensor or an Authorised Partner to provide support services. A description of the support services offered by the Licensor is provided on its website and in Schedule 1. The terms and conditions pursuant to which the Licensor will provide the support services is referred to in Schedule 1 and (where expressly stated) in this Licence. If you wish to engage the Licensor to provide support services then you should contact the Licensor using the contact details set out on the Licensor's website. The Licensor will only be obliged to provide support services if the Licensee has issued a purchase order for support services which the Licensor has accepted in writing. If you wish to engage an Authorised Partner to provide support services then you should obtain all the relevant details relating thereto from the Authorised Partner.

7. CONSULTANCY

You may wish to engage the Licensor or an Authorised Partner to provide consultancy services. A description of the consultancy services offered by the Licensor is provided on its website. The terms and conditions pursuant to which the Licensor will provide the consultancy services is referred to in Schedule 2 and (where expressly stated) in this Licence. If you wish to engage the Licensor to

provide consultancy services then you should contact the Licensor using the contact details set out on the Licensor's website. The Licensor will only be obliged to provide consultancy services if the Licensee has issued a purchase order for consultancy services which the Licensor has accepted in writing. If you wish to engage an Authorised Partner to provide consultancy services then you should obtain all the relevant details relating thereto from the Authorised Partner.

8. TRAINING

You may wish to engage the Licensor or an Authorised Partner to provide training. A description of the training offered by the Licensor is provided on its website. The terms and conditions pursuant to which the Licensor will provide training is referred to in Schedule 3 and (where expressly stated) in this Licence. If you wish to engage the Licensor to provide training services then you should contact the Licensor using the contact details set out on the Licensor's website. The Licensor will only be obliged to provide training services if the Licensee has issued a purchase order for training services which the Licensor has accepted in writing. If you wish to engage an Authorised Partner to provide training services then you should obtain all the relevant details relating thereto from the Authorised Partner.

9. PAYMENT

- 9.1 The fees payable in respect of a Paid Single User Licence and Multi User Licence in respect of the first thirty-six months from the Licence Commencement Date (where a periodic Licence has been granted) shall (unless otherwise specified by the Licensor) be paid annually within 30 days of the date of the Licensor's invoice.
- 9.2 In the event that the Licensee wishes to increase the number of users set out in the Licensee's purchase order for a Multi User Licence the Licensee shall notify the Licensor in writing. The Licensee shall pay the relevant fees for such additional Users within 30 days of the date of the Licensor's invoice. If such additional Users are added part way through any period, such fees shall be pro-rated for the remainder of the period.
- 9.3 Any fees or charges due under this Licence or in respect of any services provided by the Licensor under any of the Schedules attached hereto ("**Services**") are exclusive of applicable taxes which shall be paid by the Licensee at the rate and in the manner for the time being prescribed by law.
- 9.4 The Licensor shall be entitled at any time and from time to time after the expiry of the first 36 months after the Licence Commencement Date to increase the fees payable in respect of the licence by not more than 5% in respect of each 12 month period thereafter. In the event that the Licensor wishes to increase the fees by more than 5% then the Licensor shall give to the Licensee not less than 90 days' written notice prior to the expiry of a 12-month period.
- 9.5 If any sum payable under this Licence or in respect of any of the Services is not paid within 7 days after the due date then (without prejudice to the Licensor's other rights and remedies) the Licensor reserves the right to charge interest on such sum

on a day to day basis (as well after as before any judgment) from the date or last date for payment thereof to the date of actual payment (both dates inclusive) at the rate of 2 per cent above the base rate of National Westminster Bank plc (or such other London clearing bank as the Licensor may nominate) from time to time in force compounded quarterly. Such interest shall be paid by the Licensee on demand by the Licensor.

- 9.6 Any fees or charges due under this Licence or in respect of any Services provided by the Licensor shall be made without any deduction whether by way of set-off, counterclaim or otherwise.

10. INTELLECTUAL PROPERTY RIGHTS

- 10.1 You acknowledge that all intellectual property rights in the Software and the Documentation anywhere in the world belong to the Licensor, that rights in the Software are licensed (not sold) to you, and that you have no rights in, or to, the Software or the Documentation other than the right to use them in accordance with the terms of this Licence.
- 10.2 You acknowledge that you have no right to have access to the Software in source code form or in unlocked coding or with comments unless the Licensee has requested such access and the Licensor has agreed to the same in writing under separate licence terms.
- 10.3 The Licensor undertakes at its own expense to defend the Licensee or, at its option, settle any claim or action brought against the Licensee alleging that the possession and use of Software paid for by the Licensee (including, for the avoidance of doubt, any paid for applications, utilities, interfaces, extensions and content) ("**Paid Software**") (or any part thereof) in accordance with the terms of this Licence and brought against the Licensee (in respect of the Software Services) alleging that use of the Software Services infringes the intellectual property rights of a third party ("**Claim**") and shall be responsible for any reasonable losses, damages, costs (including legal fees) and expenses incurred by or awarded against the Licensee as a result of or in connection with any such Claim. For the avoidance of doubt, clause 10.3 shall not apply where the Claim in question is attributable to possession and use of the Paid Software (or any part thereof) by the Licensee other than in accordance with the terms of this Licence, use of the Paid Software in combination with any hardware or software not supplied or specified by the Licensor if the infringement would have been avoided by the use of the Paid Software not so combined, or use of a non-current release of the Software or use of the Software Services other than as provided in Schedule 4.
- 10.4 If any third party makes a Claim, or notifies an intention to make a Claim against the Licensee, the Licensor's obligations under clause 10.3 are conditional on the Licensee:
- 10.4.1 as soon as reasonably practicable, giving written notice of the Claim to the Licensor, specifying the nature of the Claim in reasonable detail;

- 10.4.2 not making any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of the Licensor (such consent not to be unreasonably conditioned, withheld or delayed);
 - 10.4.3 giving the Licensor and its professional advisers access at reasonable times (on reasonable prior notice) to its premises and its officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within the power or control of the Licensee, so as to enable the Licensor and its professional advisers to examine them and to take copies (at the Licensor's expense) for the purpose of assessing the Claim; and
 - 10.4.4 subject to the Licensor providing security to the Licensee to the Licensee's reasonable satisfaction against any claim, liability, costs, expenses, damages or losses which may be incurred, taking such action as the Licensor may reasonably request to avoid, dispute, compromise or defend the Claim.
- 10.5 Without prejudice to clause 10.4 if any Claim is made, or in the Licensor's reasonable opinion is likely to be made, against the Licensee, the Licensor may at its sole option and expense:
- 10.5.1 procure for the Licensee the right to continue using, the Paid Software (or any part thereof) in accordance with the terms of this Licence or the Software Services (as the case may be) in accordance with the terms of Schedule 4 ;
 - 10.5.2 modify the Paid Software or the Software Services (as the case may be) so that it ceases to be infringing;
 - 10.5.3 replace the Paid Software with non-infringing software; or
 - 10.5.4 repay to the Licensee all sums which the Licensee has paid to the Licensor in respect of the Licence fees or the Software Services (as the case may be) in the twelve months prior to Claim being made whereupon the Licensee must cease to use the Paid Software and the Licensor shall cease to provide the Software Services.
- 10.6 For avoidance of doubt, the Licensor's responsibilities under clause 10.3 relate to the Paid Software provided by the Licensor and not to Free Software and any other intellectual property used by the Licensee in conjunction with the Paid Software or Free Software. The Licensee is responsible for procuring rights to use any intellectual property owned by third parties, other than that provided by the Licensor.

11. WARRANTY

- 11.1 SUBJECT AS PROVIDED IN CLAUSE 11.2 WHERE THE SOFTWARE AND ANY APPLICATION, UTILITY, INTERFACE, EXTENSION OR CONTENT IS PROVIDED FREE OF CHARGE BY THE LICENSOR TO THE EXTENT PERMITTED UNDER ENGLISH LAW

THERE IS NO WARRANTY IN RESPECT OF SUCH FREELY PROVIDED SOFTWARE AND ANY SUCH FREELY PROVIDED APPLICATION, UTILITY, INTERFACE, EXTENSION OR CONTENT AND THE DOCUMENTATION RELATING THERETO. THE LICENSOR PROVIDES ANY SUCH FREE SOFTWARE, APPLICATIONS, UTILITIES, INTERFACES, EXTENSIONS CONTENT AND DOCUMENTATION "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND SATISFACTORY QUALITY. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF ANY SUCH FREE SOFTWARE, APPLICATIONS, UTILITIES, INTERFACES, EXTENSIONS AND CONTENT IS WITH YOU.

- 11.2 Where the Licensor has been engaged by the Licensee to provide support services in respect of free Software and any free application, utility, interface, extension or content then the provisions of clause 11.3 – 11.6 shall apply to the free Software and the application(s), utility(/ies), interface(s), extension(s) or content in respect of which the Licensee has been engaged to provide support services to the exclusion of the provisions of clause 11.1 (and nothing in clause 11.1 shall affect the liability of the Licensor in respect of its obligations set out in Schedule 1).
- 11.3 The Licensor warrants that for a period of 30 days from the date of installation ("**Warranty Period**") the Paid Software will, when properly used, perform substantially in accordance with the functions described in the Documentation (provided that the Paid Software is properly used on the computer and with the operating system for which it was designed as referred to in the accompanying documentation), and that the Documentation correctly describes the operation of the Paid Software in all material respects.
- 11.4 You acknowledge that the Paid Software has not been developed to meet your individual requirements, and that it is therefore your responsibility to ensure that the facilities and functions of the Paid Software as described in the Documentation meet your requirements.
- 11.5 You acknowledge that the Paid Software may not be free of bugs or errors, and agree that the existence of minor errors shall not constitute a breach of this Licence.
- 11.6 If, within the Warranty Period, you notify the Licensor in writing of any defect or fault in the Paid Software in consequence of which it fails to perform substantially in accordance with the Documentation, and such defect or fault does not result from you having amended the Paid Software or used it in contravention of the terms of this Licence, the Licensor will, at its sole option, either repair or replace the Paid Software, provided that you make available all the information that may be necessary to help the Licensor to remedy the defect or fault, including sufficient information to enable the Licensor to recreate the defect or fault.

12. LICENSOR'S LIABILITY

- 12.1 Nothing in this Licence or in any Schedule attached hereto shall limit or exclude the liability of either party for death or personal injury resulting from negligence, fraud or fraudulent misrepresentation.

- 12.2 SUBJECT AS PROVIDED IN CLAUSE 12.3 WHERE THE SOFTWARE AND ANY APPLICATION, UTILITY, INTERFACE, EXTENSION OR CONTENT IS PROVIDED FREE OF CHARGE BY THE LICENSOR IN NO EVENT UNLESS REQUIRED BY ENGLISH LAW OR AGREED TO IN WRITING, WILL THE LICENSOR BE LIABLE TO YOU FOR DAMAGES, INCLUDING ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING LOSS OF PROFIT ARISING OUT OF THE USE OR INABILITY TO USE SUCH FREELY PROVIDED SOFTWARE AND ANY SUCH FREELY PROVIDED APPLICATION, UTILITY, INTERFACE, EXTENSION OR CONTENT (INCLUDING BUT NOT LIMITED TO LOSS OF DATA OR DATA BEING RENDERED INNACCURATE OR LOSSES SUSTAINED BY YOU OR THIRD PARTIES OR A FAILURE OF SUCH FREELY PROVIDED SOFTWARE AND ANY SUCH FREELY PROVIDED APPLICATION, UTILITY, INTERFACE, EXTENSION OR CONTENT TO OPERATE WITH ANY OTHER SOFTWARE PROVIDED HOWEVER THAT IN THE EVENT THAT ENGLISH LAW DOES NOT PERMIT ANY OF THE ABOVE EXCLUSIONS THEN THE PROVISIONS OF CLAUSES 12.4 AND 12.5 SHALL APPLY TO LIMIT THE LIABILITY OF THE LICENSOR IN RESPECT OF ANY DAMAGES SUFFERED BY YOU IN RESPECT OF SUCH FREELY PROVIDED SOFTWARE AND ANY SUCH FREELY PROVIDED APPLICATION, UTILITY, INTERFACE, EXTENSION OR CONTENT.
- 12.3 Where the Licensor has been engaged by the Licensee to provide support services in respect of any of the free Software and free applications, utilities, interfaces, extensions and content then the provisions of clauses 12.4 and 12.5 shall apply thereto in respect of any liability arising in connection with any support services (and nothing in clause 12.2 shall affect the liability of the Licensor in respect of its obligations set out in Schedule 1).
- 12.4 Subject to clause 12.1 and 12.2, the Licensor's liability for losses suffered by you arising out of or in connection with this Licence and arising out of or in connection with any of the Services provided by the Licensor under any of the Schedules attached hereto (including any liability for the acts or omissions of its employees, agents and subcontractors), whether arising in contract, tort (including negligence), misrepresentation or otherwise, shall exclude:
- 12.4.1 loss of income;
 - 12.4.2 loss of business profits or contracts;
 - 12.4.3 business interruption;
 - 12.4.4 loss of the use of money or anticipated savings;
 - 12.4.5 loss of information;
 - 12.4.6 loss of opportunity, goodwill or reputation;
 - 12.4.7 loss of, damage to or corruption of data; or
 - 12.4.8 any indirect or consequential loss or damage of any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise;
- provided that this condition clause 12.4 shall not prevent claims for direct financial loss that are not excluded by any of the categories set out in clauses 12.4.1 – 12.4.8.

- 12.5 For the avoidance of doubt, the Licensor shall not be liable for any loss to the Licensee of any kind whatsoever occasioned by a discrepancy in the assessment of residual risk or compliance produced by the Software and the actual residual risk or compliance of the Licensee.
- 12.6 Subject to clauses 12.1, 12.2 and 12.3, the Licensor's liability in respect of any event or series of connected events:
- 12.6.1 under or in connection with this Licence (excluding any liability arising out of or in connection with any services provided by the Licensor under any of the Schedules attached hereto ("**Services**")), whether in contract, tort (including negligence) or otherwise, shall be limited to a sum equal to:
- 12.6.1.1 (in the case of a perpetual licence) the Licence Fee; or
- 12.6.1.2 (in case of a periodic Licence) the Licence Fee paid by the Licensee in the 12 months prior to the relevant event occurring or (as the case may be) prior to the first event of a series of connected events occurring or (if less than 12 months have expired prior to the relevant event occurring (or as the case may be) prior to the first event of a series of connected events occurring) the Licence Fee payable by the Licensee in the 12 months during which the relevant event occurs or (as the case may be) the first event of a series of connected events occurs.
- 12.6.2 under or in connection with any of the Services whether in contract, tort (including negligence) or otherwise shall be limited to a sum equal to the fees paid by the Licensee for the relevant Service in the 12 months prior to the relevant event occurring or (if less than 12 months have expired prior to the relevant event occurring (or as the case may be) prior to the first event of a series of connected events occurring) the fees payable by the Licensee for the relevant Service in the 12 months during which the relevant event occurs or (as the case may be) the first event of a series of connected events occurs.
- 12.7 This Licence sets out the full extent of the Licensor's obligations and liabilities in respect of the supply of the Software and Documentation and the provisions of this Licence and (where expressly stated) the Schedules set out the full extent of the Licensor's obligations and liabilities in respect of the Services. In particular, there are no conditions, warranties, representations or other terms, express or implied, that are binding on the Licensor except as specifically stated in this Licence and in the Schedules (if applicable). Any condition, warranty, representation or other term concerning the supply of the Software and Documentation and the Services which might otherwise be implied into, or incorporated in, this Licence or the Schedules, whether by statute, common law or otherwise, is hereby excluded to the fullest extent permitted by law.

- 12.8 The Licensee shall be responsible for entering into all necessary licences of any third-party software which may be used in conjunction with the Software (as opposed, for the avoidance of doubt, any third-party software embedded within the Software) and the Services. The Licensee shall indemnify and hold the Licensor harmless against any costs, claims, damages or losses which it may suffer or incur as a result of the Licensee's breach of the terms of any such licence howsoever arising.

13 TERMINATION

13.1 The Licensor may terminate this Licence and/or the provision of the Services immediately by written notice to you if:

- 13.1.1 You commit a material or persistent breach of this Licence which you fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so; or
- 13.1.2 a petition for a bankruptcy order to be made against you has been presented to the court; or
- 13.1.3 the Licensee (where it is a company) becomes insolvent or unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986), enters into liquidation, whether voluntary or compulsory (other than for reasons of bona fide amalgamation or reconstruction), passes a resolution for its winding-up, has a receiver or administrator manager, trustee, liquidator or similar officer appointed over the whole or any part of its assets, makes any composition or arrangement with its creditors or takes or suffers any similar action in consequence of its debt, unable to pay your debts (within the meaning of section 123 of the Insolvency Act 1986); or
- 13.1.4 You take legal proceedings against the Licensor in respect of any intellectual property rights relating to the Software and the Documentation (other than as a result of the Licensor's failure to comply with the provisions of clauses 10.3 - 10.5 of this Licence.

13.2 Upon termination of this Licence for any reason:

- 13.2.1 all rights granted to you under this Licence shall cease;
- 13.2.2 you must cease all activities authorised by this Licence;
- 13.2.3 you must immediately pay to the Licensor any sums due to the Licensor under this Licence; and
- 13.2.4 you must immediately delete or remove the Software from all computer equipment in your possession, and immediately destroy or return to the Licensor (at the Licensor's option) all copies of the Software then in your possession, custody or control and, in the case of destruction, certify to the Licensor that you have done so.

13.3 Upon termination of the Services:

13.3.1 the Licensor shall cease to provide the Services; and

13.3.2 you must immediately pay to the Licensor any sums due to the Licensor in respect of the Services.

13.4 Any termination of the provision of the Services (other than Software Services) (however occasioned) shall not of itself affect the Licensee's right to continue to use the Software and the Documentation in accordance with the provisions of this Licence.

13.5 Any termination of this Licence and/or provision of the Services (however occasioned) shall not affect any accrued right or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

14 CONFIDENTIALITY

The Licensor and the Licensee agree to maintain the confidentiality of any proprietary information received by the other party including non-public technical and business information ("Confidential Information") for a period of two (2) years after the termination of the later of this Licence and the provision of the Services (if applicable). Confidential Information shall not include publicly available or independently developed information. The receiving party of any Confidential Information of the other party agrees not to use said Confidential Information for any purpose except as necessary to fulfil its obligations and exercise its rights under this Licence and/or the provisions of the Services. The receiving party shall protect the secrecy of and avoid disclosure and unauthorized use of the disclosing party's Confidential Information to the same degree that it takes to protect its own confidential information and in no event less than reasonable care. After termination or expiration of this Licence, each party shall return to the other party any Confidential Information of the other party received during the term of this Licence. Notwithstanding the foregoing, the existence of this Licence and the identity of the Licensed Software and the parties to this Licence may be disclosed for business purposes by either party. The Licensor may also for business purposes, issue mutually agreed upon press releases, and distribute information, including the Licensee's name and logo and any endorsement by the Licensee regarding its use of the Software.

15 TRANSFER OF RIGHTS AND OBLIGATIONS

15.1 This Licence and the provisions of the Schedules are binding on you and us, and on our respective successors and assigns.

- 15.2 You may not transfer, assign, charge or otherwise dispose of this Licence or the provisions of the Schedules, or any of your rights or obligations arising under them, without our prior written consent.
- 15.3 We may transfer, assign, charge, sub-contract or otherwise dispose of this Licence, or any of our rights or obligations arising under it, at any time during the term of this Licence.
- 15.4 We may transfer, assign, charge, sub-contract or otherwise dispose of any of our rights or obligations in respect of the Services.

16 NOTICES

All notices given by you to us must be given to Acuity Risk Management Limited at the postal address provided on our website or via the Contact Us page on our website. We may give notice to you at either the e-mail or postal address you provided when downloading the Software or when purchasing the Paid Software or Services. Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

17 EVENTS OUTSIDE OUR CONTROL

- 17.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this Licence or any of the Schedules that is caused by events outside our reasonable control (**Force Majeure Event**).
- 17.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:
- 17.2.1 strikes, lock-outs or other industrial action;
 - 17.2.2 civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
 - 17.2.3 fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
 - 17.2.4 impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
 - 17.2.5 impossibility of the use of public or private telecommunications networks;
 - 17.2.6 the acts, decrees, legislation, regulations or restrictions of any government.

17.3 Our performance under this Licence and/or under the Schedules is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under this Licence and/or under the Schedules may be performed despite the Force Majeure Event.

18 WAIVER

18.1 If we fail, at any time during the term of this Licence or whilst carrying out our obligations under the Schedules, to insist upon strict performance of any of your obligations under this Licence, or if we fail to exercise any of the rights or remedies to which we are entitled under this Licence or the Schedules, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

18.2 A waiver by us of any default shall not constitute a waiver of any subsequent default.

18.3 No waiver by us of any of the terms and conditions of this Licence and/or the Schedules shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

19 SEVERABILITY

If any of the terms of this Licence and/or the Schedules are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

20 ENTIRE AGREEMENT

20.1 This Licence, the Schedules and any document expressly referred to in them constitute the whole agreement between us and supersedes any previous arrangement, understanding or agreement between us, relating to the licensing of the Software and Documentation and the provisions of the Services.

20.2 We each acknowledge that, in entering into this Licence or obligations in respect of any of the Schedules (and the documents referred to in them), neither of us relies on any statement, representation, assurance or warranty (**Representation**) of any person (whether a party to this Licence or not) other than as expressly set out in this Licence or the Schedules or those documents.

20.3 Each of us agrees that the only rights and remedies available to us arising out of or in connection with a Representation shall be for breach of contract as provided in this Licence and/or the Schedules.

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

21 LAW AND JURISDICTION

21.1 This Licence, its subject matter or its formation (including non-contractual disputes or claims) and the provisions of the Schedules shall be governed by and construed in accordance with English law and (subject to clause 21.2) submitted to the jurisdiction of the English courts.

21.2 Notwithstanding the provisions of condition 21.1 it is agreed that nothing therein shall limit the right of the Licensor to take proceedings against the Licensee in any other court of competent jurisdiction.

SCHEDULE 1

SOFTWARE SUPPORT CONDITIONS

1 Support services

1.1 Subject to the payment by the Licensee of the Support Charge (as defined in paragraph 4.1), the Licensor shall provide the Licensee with the following support services (“**Support Services**”):

- 1.1.1 If the Licensee shall discover that the Software (as defined in the Licence to which this Schedule is attached) (“**the Licence**”) fails to perform in accordance with the functions described in the Documentation (as defined in the Licence) then the Licensee shall within 14 days after such discovery notify the Licensor in writing of the defect or error in question and if reasonably practicable provide the Licensor with a documented example of such defect or error.
- 1.1.2 The Licensor shall thereupon promptly investigate the reported defect or error and thereafter use its reasonable endeavours to correct promptly such defect or error. Provided the Licensor has in its reasonable opinion been able to rectify the defect or error, it shall, forthwith upon such correction being completed, or upon the Licensor independently becoming aware of an error requiring correction, deliver to the Licensee the corrected version of the Software in machine readable form (or in the case of Support Services provided in conjunction with Software Services, notify the Licence of the rectification) together with appropriate amendments to the Documentation specifying the nature of the correction and providing instructions for the proper use of the corrected version of the Software. The Licensor shall provide the Licensee with all assistance reasonably required by the Licensee to enable the Licensee to implement the use of the corrected version of the Software.
- 1.1.3 If, for any reason, the Licensor has not in its reasonable opinion been able to rectify the defect or error, it shall immediately notify the Licensee and provided the failure substantially hinders or prevents the Licensee from using a material part of the functionality of the Software, the Licensee shall be entitled to terminate the provisions of Support Services under this Schedule 1 forthwith by giving written notice to the Licensor and recover a pro-rata proportion reflecting the remaining period of the Support Charge.
- 1.1.4 The foregoing error correction service shall not include the provision of services in respect of:

- 1.1.4.1 defects or errors resulting from any modifications of the Software made by any person other than the Licensor without the Licensor's prior written consent;
 - 1.1.4.2 use of the Software other than in accordance with the Documentation;
 - 1.1.4.3 operator error in the use of the Software;
 - 1.1.4.4 any defect or error in the computer which the Software is used or in any programs used in conjunction with the Software and/or the immediately preceding Release;
 - 1.1.4.5 defects or errors caused by the use of the Software and/or the immediately preceding Release on or with equipment not supplied by or approved by the Licensor;
 - 1.1.4.6 any modification or enhancement of the Software if such modification or enhancement results in a departure from the Documentation.
- 1.1.5 The Licensor shall make an additional charge in accordance with its standard scale of charges from time to time in force for any services provided by the Licensor:
- 1.1.5.1 at the request of the Licensee but which do not qualify under the aforesaid error correction service by virtue of any of the exclusions referred to in paragraph 1.1.4 above; or
 - 1.1.5.2 at the request of the Licensee but which the Licensor finds are not necessary.

For the avoidance of doubt nothing in this paragraph shall impose any obligation on the Licensor to provide services in respect of any defect, error or circumstance arising due to any of the exclusions referred to in paragraph 1.1.4.

- 1.1.6 If the Licensee shall discover that the Documentation does not provide adequate or correct instruction for the proper use of any facility or function set out in the Documentation for an adequately trained and experienced user then the Licensee shall notify the Licensor in writing of the fault in question within 14 days after such discovery. The Licensor shall thereupon promptly correct the fault and provide the Licensee with appropriate amendments to the Documentation.

1.2 Advice

The Licensor shall provide the Licensee between the hours of 09.00 to 17.30, Monday to Friday (excluding public holidays in England and Wales) with such technical advice by any of the telecommunications (including but not limited to

electronic mail telephone calls facsimile transmission or postal mail) as shall be reasonably necessary to resolve the Licensee's difficulties and queries in using the Software. For the avoidance of doubt, the Licensor shall not be obliged to provide such technical advice in respect of any difficulties or queries which arise by reason of any of the matters described in paragraph 1.1.4.

2 Licensee's obligations

- 2.1 During the period that the Licensor provides the Support Services the Licensee shall:
- 2.1.1 not request, permit or authorise anyone other than the Licensor or its Authorised Partners to provide any support services in respect of the Software or the Documentation;
 - 2.1.2 co-operate fully with the Licensor's personnel in the diagnosis of any error or defect in the Software or the Documentation;
 - 2.1.3 make available to the Licensor free of charge all information, facilities and services reasonably required by the Licensor to enable the Licensor to perform the Support Services including, where required and in accordance with mutually agreed security procedures, without limitation on-line access, and
 - 2.1.4 provide such telecommunication facilities as are reasonably required by the Licensor for testing and diagnostic purposes at the Licensee's expense.

3 Duration

- 3.1 Subject to paragraph 3.2, unless otherwise specified in writing by the Licensor, the Licensor shall provide the Support Services for 36 months after the date specified in the Licensee's purchase order requesting the Support Services (and accepted by the Licensor in writing) ("**Accepted Purchase Order**") (or in the absence of any such date in the Accepted Purchase Order for 36 months after the date on which the Software was made available for download) or (where the Support Services are to be provided in conjunction with to the Software Services) the Software Services Commencement Date (as defined in Schedule 4). Each of such dates shall be referred to in this Schedule 1 as the ("**Support Commencement Date**").
- 3.2 The provision of the Support Services will renew automatically every 12 months (the first such renewal taking place on the third anniversary of the Support Commencement Date and each subsequent renewal taking place on each anniversary date thereafter (the first renewal and each such renewal date being referred to as a "**Support Renewal Date**"). In the event that the Licensee does not wish to renew the provision of the Support Services notice of termination must be given to the Licensor at least 60 days prior to the next Support Renewal Date. If notice of termination is given less than 60 days before the next Support Renewal Date, then the Support Charge for the 12 months commencing on such next Support Renewal Date will be payable in

full and the Support Services will be treated as terminated from the end of such 12 months commencing on such next Support Renewal Date.

4 Charges and payment

- 4.1 In consideration of the Support Services the Licensee shall pay the support charge specified in the Licensee's Accepted Purchase Order ("**Support Charge**") annually in advance. The Support Charge shall become due and payable within 30 days after receipt by the Licensee of the Licensor's invoice therefor and no payment shall be considered made until it is received by the Licensor in cleared funds.
- 4.2 The Licensor shall be entitled at any time and from time to time after the expiry of the first 36 months after the Support Commencement Date to increase the Support Charge by not more than 5% in respect of each 12-month period thereafter. In the event that the Licensor wishes to increase the Support Charge by more than 5% then the Licensor shall give to the Licensee not less than 90 days' written notice prior to the expiry of a 12-month period.
- 4.3 If any sum payable in respect of the Support Services is not paid within 7 days after the due date then (without prejudice to the Licensor's other rights and remedies) the Licensor may upon 7 days further written notice of its intention to do so suspend the provision of the Support Services until such time as the payment is made.

SCHEDULE 2

CONSULTANCY

1. Consultancy services

Subject to the payment by the Licensee of the Consultancy Charge (as defined in paragraph 4 below) the Licensor shall provide the Licensee with the consultancy services specified in the Licensee's purchase order requesting consultancy services (and accepted by the Licensor in writing) ("**Accepted Purchase Order**"), (as defined in paragraph 4 below) or in a statement of work or proposal referred to in the Accepted Purchase Order ("**Statement of Work**" and "**Proposal**") or agreed separately between the Licensee and Licensor ("**Consultancy Services**").

2. Licensee's Obligations

The Licensee shall make available to the Licensor free of charge all information, facilities and services reasonably required by the Licensor to enable the Licensor to perform the Consultancy Services. In the event of a delay in Licensee's performance of any of these obligations, or any other delays caused by the Licensee, the Licensor may adjust its obligations and timetable set out in the Statement of Work or Proposal as reasonably necessary to account for such delays.

3. Duration

The Licensor shall provide the Consultancy Services for the period specified in the Accepted Purchase Order.

4. Charges and payment

- 4.1 In consideration of the Consultancy Services the Licensee shall pay the consultancy charge specified in the Accepted Purchase Order ("**Consultancy Charge**") The Consultancy Charge shall become due and payable within 30 days after receipt by the Licensee of the Licensor's invoice therefor and no payment shall be considered made until it is received by the Licensor in cleared funds.

SCHEDULE 3

TRAINING

1 Training services

Subject to the payment by the Licensee of the Training Charge, the Licensor shall provide the Licensee with the training services specified in the Licensee's purchase order requesting training services (and accepted by the Licensor in writing) ("**Accepted Purchase Order**") or in a statement of work or proposal referred to in the Accepted Purchase Order ("**Statement of Work**" and "**Proposal**") or agreed separately between the Licensee and Licensor ("**Training Services**").

2 Licensee's Obligations

The Licensee shall make available to the Licensor free of charge all information, facilities and services reasonably required by the Licensor to enable the Licensor to perform the Training Services. In the event of a delay in Licensee's performance of any of these obligations, or any other delays caused by the Licensee, the Licensor may adjust its obligations and timetable set out in the Statement of Work or Proposal as reasonably necessary to account for such delays.

3 Duration

The Licensor shall provide the Training Services for the period specified in the Accepted Purchase Order.

4 Charges and payment

In consideration of the Training Services the Licensee shall pay the training charge specified in the Accepted Purchase Order ("**Training Charge**"). The Training Charge shall become due and payable within 30 days after receipt by the Licensee of the Licensor's invoice therefor and no payment shall be considered made until it is received by the Licensor in cleared funds.

SCHEDULE 4

SOFTWARE SERVICES

1. DEFINITIONS

In this Schedule the following definitions shall apply:

“Authorised Users” means those persons who are authorised to use the Software Services and the Documentation.

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

“Licensee Data” any data inputted by the Licensee, Authorised Users or the Licensor on the Licensee’s behalf for the purpose of using the Software Services or facilitating the Licensee’s use of the Software Services.

“Normal Business Hours” 9.00am to 5.30pm local UK time, each Business Day.

“Software Services” means the online Software services owned and delivered as an on-demand service by the Licensor as further described in this Schedule.

“Software Services Commencement Date” means the date specified for commencement of the Software Services in the Licensee’s purchase order or as may otherwise be agreed between the Licensor and the Licensee referred to in clause 2.

“Software Services Term” means the term for the provision of the Software Services as determined in accordance with paragraph 6

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.

2. GRANT

The Licensor hereby grants to the Licensee a non-exclusive non-transferable right to permit Authorised Users to use the Software Services and the Documentation during the Software Services Term solely for the Licensee’s internal business operations.

3. LICENSEE UNDERTAKINGS

3.1 In relation to the Authorised Users, the Licensee undertakes that:

3.1.1 it shall provide the Licensor with:

3.1.1.1 all necessary co-operation in relation to this agreement;
and

3.1.1.2 all necessary access to such information as may be
required by the Licensor;

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

3.1.2 it shall comply with all applicable laws and regulations with respect to its
activities under this agreement;

3.1.3 it shall carry out all other Licensee responsibilities referred to in this
Schedule 4 in a timely and efficient manner. In the event of any delays in
the Licensee's provision of such assistance as agreed by the parties, the
Licensor may adjust any agreed timetable or delivery schedule as
reasonably necessary;

3.1.4 it shall ensure that the Authorised Users use the Software Services and the
Documentation in accordance with the terms and conditions of this
Schedule 4 and shall be responsible for any Authorised User's breach of
this Schedule 4;

3.1.5 it shall obtain and shall maintain all necessary licences, consents, and
permissions necessary for the Licensor, its contractors and agents to
perform their obligations under this Schedule 4, including without limitation
the Software Services;

3.1.6 it shall ensure that its network and systems comply with the relevant
specifications provided by the Licensor from time to time; and

3.1.7 it shall be solely responsible for procuring and maintaining its network
connections and telecommunications links from its systems to the
Licensor's data centres, and all problems, conditions, delays, delivery
failures and all other loss or damage arising from or relating to the
Licensee's network connections or telecommunications links or caused by
the internet.

3.2 The Licensee shall not access, store, distribute or transmit any Viruses, or any
material during the course of its use of the Software Services that:

3.2.1 is unlawful, harmful, threatening, defamatory, obscene, infringing,
harassing or racially or ethnically offensive;

- 3.2.2 facilitates illegal activity;
- 3.2.3 depicts sexually explicit images;
- 3.2.4 promotes unlawful violence;
- 3.2.5 is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
- 3.2.6 in a manner that is otherwise illegal or causes damage or injury to any person or property;

and the Licensor reserves the right, without liability or prejudice to its other rights to the Licensee, to disable the Licensee's access to any material that breaches the provisions of this paragraph.

3.3 The Licensee undertakes that it shall not:

- 3.3.1 access all or any part of the Software Services and Documentation in order to build a product or service which competes with the Software Services and/or the Documentation; or
- 3.3.2 use the Software Services to provide services to third parties; or
- 3.3.3 license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Software Services and/or Documentation available to any third party except the Authorised Users, or
- 3.3.4 attempt to obtain, or assist third parties in obtaining, access to the Software Services and/or Documentation, other than as provided under this paragraph 3.

4. ADDITIONAL AUTHORISED USERS

- 4.1 Subject to paragraph 4.2, the Licensee may, from time to time during the Software Services Term, purchase the non-exclusive, non-transferable right to permit additional Authorised Users (in excess of those previously paid for by the Licensee) to use the Software Services and the Documentation and the Licensor shall grant access to the Software Services and the Documentation to such additional Authorised Users in accordance with the provisions of this Schedule 4.
- 4.2 If the Licensee wishes to purchase any additional rights referred to in paragraph 4.1, the Licensee shall notify the Licensor in writing. The Licensee shall, pay to the Licensor the relevant fees for such additional rights within 30 days of the date of the Licensor's invoice. If such additional rights are purchased by the Licensee part way through any period during Software Services Term such fees shall be pro-rated for the remainder of the period.

5. SOFTWARE SERVICES

- 5.1 The Licensor shall, during the Software Services Term, provide the Software Services and make available the Documentation to the Licensee on and subject to the terms of this Schedule 4.
- 5.2 The Licensor shall use commercially reasonable endeavours to make the Software Services available 24 hours a day, seven days a week, except for:
 - 5.2.1 planned maintenance or upgrades for which the Licensor shall provide a minimum of 14 days' notice; and
 - 5.2.2 unscheduled maintenance, provided that the Licensor has used reasonable endeavours to give the Licensee at least 6 Normal Business Hours' notice in advance.

6. SOFTWARE SERVICES TERM

Unless otherwise specified in writing by the Licensor the Software Services will be provided for thirty-six months from the Software Services Commencement Date. The provision of the Software Services will renew annually every twelve months (the first such renewal taking place on the third anniversary of the Software Services Commencement Date) and each subsequent renewal will take place on each anniversary date thereafter (the first renewal and each such renewal being referred to a "Software Services Renewal Date"). In the event that the Licensee does not wish to renew the provision of the Software Services notice of termination must be given to the Licensor at least 60 days prior to the next Software Services Renewal Date. If notice of termination is given less than 60 days before the next Software Services Renewal Date, then the fee for the provision of the Software Services for the twelve months commencing on the next Software Services Renewal Date will be payable in full and the provision of the Software Services will be treated as terminated from the end of such twelve months commencing on the next Software Services Renewal Date.

7. LICENSEE DATA

- 7.1 The Licensee shall own all right, title and interest in and to all of the Licensee Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Licensee Data.
- 7.2 The Licensor shall follow its back up procedures for Licensee Data as set out in its STREAM Software Service Description available from the Licensor. In the event of any loss or damage to Licensee Data, the Licensee's sole and exclusive remedy shall be for the Licensor to use reasonable commercial endeavours to restore the lost or damaged Licensee Data from the latest back-up of such Licensee Data maintained by the Licensor in accordance with the back up procedure described in its STREAM Software Service Description. The Licensor shall not be responsible for any loss, destruction, alteration or disclosure of Licensee Data caused by any third party

(except those third parties sub-contracted by the Licensor to perform services related to Licensee Data maintenance and back-up).

- 7.3 The Licensor shall, in providing the Services, comply with its STREAM Software Service Description relating to the privacy and security of the Licensee Data available from the Licensor, as such document may be amended from time to time by the Licensor in its sole discretion.
- 7.4 If the Licensor processes any personal data on the Licensee's behalf when performing its obligations under this agreement, the parties record their intention that the Licensee shall be the data controller and the Licensor shall be a data processor and in any such case:
- 7.4.1 the Licensee shall ensure that the Licensee is entitled to transfer the relevant personal data to the Licensor so that the Licensor may lawfully use, process and transfer the personal data in accordance with this agreement on the Licensee's behalf;
 - 7.4.2 the Licensee shall ensure that the relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data protection legislation;
 - 7.4.3 each party shall take appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data or its accidental loss, destruction or damage.

8. THIRD PARTY PROVIDERS

The Licensee acknowledges that the Software 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 Licensor makes no representation 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 Licensee, with any such third party. Any contract entered into and any transaction completed via any third-party website is between the Licensee and the relevant third party, and not the Licensor. The Licensor recommends that the Licensee refers to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. The Licensor does not endorse or approve any third-party website nor the content of any of the third-party website made available via the Software Services.

9. LICENSOR'S OBLIGATIONS

- 9.1 The Licensor undertakes that the Software Services will be performed substantially in accordance with the Documentation and with reasonable skill and care.

9.2 The undertaking at clause 9.1 shall not apply to the extent of any non-conformance which is caused by use of the Software Services contrary to the Licensor's instructions, or modification or alteration of the Software Services by any party other than the Licensor or the Licensor's duly authorised contractors or agents. If the Software Services do not conform with the foregoing undertaking, Licensor will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Licensee with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Licensee's sole and exclusive remedy for any breach of the undertaking set out in clause 9.1. Notwithstanding the foregoing, the Licensor:

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

9.2.2 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 Licensee acknowledges that the Software Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

9.3 The Licensor warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this Schedule 4.

10. PAYMENT

10.1 The fees payable in respect of the Software Services shall (unless otherwise specified by the Licensor) be paid within 30 days of the Licensor's invoice.

10.2 The Licensor shall be entitled to increase the fees for the Software Services at any time and from time to time after the Commencement Date such fee increase to take effect from the next Software Services Renewal Date for the following twelve months. Any such fee increase must be notified to the Licensee not less than 90 days prior to expiry of the next Software Services Renewal Date.

11. PROPRIETARY RIGHTS

The Licensee acknowledges and agrees that the Licensor and/or its licensors own all intellectual property rights in the Software Services. Except as expressly stated herein, this Schedule 4 does not grant the Licensee any rights to, or in, patents, copyright, database right, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Software Services.

12. MICROSOFT LICENSES

In addition to the terms of our Agreement, your use of any Microsoft® software is governed by: (i) Microsoft's licence terms for client or redistributable software, (ii) Microsoft's licence terms for use of Microsoft software on the Software Service under the licence mobility program, and (iii) any use restrictions on your use of the Microsoft software as indicated in your Order, such as a limitation on the number of users (a "SAL" licence).

13. NO HIGH RISK USE

You may not use the Software Service in any situation where failure or fault of the Software Service could lead to death or serious bodily injury of any person, or to physical or environmental damage. For example, you may not use, or permit any other person to use, the Software Service in connection with aircraft or other modes of human mass transportation, nuclear or chemical facilities, or medical support devices.

14. APPLICABLE CLAUSES IN LICENCE AGREEMENT

The following clauses in the agreement shall apply in respect of the Software Services: 2, 4, 6, 9.3-9.6, 10.3-10.5, 12.1, 12.4- 12.8, 13, 14, 15, 16, 17, 18, 19, 20 and 21.