

These current consolidated Master SaaS Terms were published on 21 October 2019.

1 Definitions and interpretation

1.1 In this Agreement:

Agreement	means this agreement (including but not limited to these Master SaaS Terms, each Order Form and the Supplier Policies) and any documents referred to herein;
Affiliate	means any entity that directly or indirectly Controls , is Controlled by, or is under common Control with, another entity;
Anti-Bribery and Modern Slavery Policy	means the Supplier's anti-bribery and modern slavery policy in force from time to time, located here: https://the7bridges.com/terms/ ;
Applicable Law	means as applicable and binding on the Customer, the Supplier and/or the Services: <ul style="list-style-type: none">(a) any law, statute, regulation, byelaw or subordinate legislation in force from time to time to which a party is subject and/or in any jurisdiction that the Services are provided to or in respect of;(b) the common law and laws of equity as applicable to the parties from time to time;(c) any binding court order, judgment or decree; or any applicable direction, policy, rule or order that is binding on a party and that is made or given by any regulatory body having jurisdiction over a party or any of that party's assets, resources or business;
Authorised Affiliates	means, in respect of a Service, the Affiliates of the Customer (if any) identified in the Order Form as Authorised Affiliates in respect of that Service;
Authorised Users	means, in respect of a Service, the Customer personnel who are named users authorised by the Customer to use that Service in accordance with the terms of the Agreement;
Business Day	means a day other than a Saturday, Sunday or bank or public holiday in England;
Code of Conduct	means the Supplier's code of conduct in force from time to time, detailing the Customer's obligations with respect to the Services, located here: https://the7bridges.com/terms/ ;
Commencement Date	means the date of this Agreement;
Confidential Information	has the meaning given to it in clause 14;
Control	has the meaning given in the Corporation Tax Act 2010, s 1124 and Controls and Controlled shall be interpreted accordingly;
Customer Data	means all data (in any form) that is provided to the Supplier or uploaded or hosted on any part of any Service by the Customer or by any Authorised User (but excluding Feedback as defined in clause 15.7);

Customer Systems	means all software and systems used by or on behalf of the Customer, the Customer's Affiliates, any of its or their direct or indirect sub-contractors, or any Authorised User in connection with the provision or receipt any of the Services or that the Services otherwise, link, inter-operate or interface with or utilise (in each case whether directly or indirectly);
Data Protection Laws	shall have the meaning given to it in the Data Protection Policy;
Data Protection Policy	means the Supplier's data protection policy in force from time to time, located here: https://the7bridges.com/terms/ ;
Delegation of Authority	means the delegation of authority letter set out in the Schedule to the Order Form;
Dispute Resolution Procedure	means the Supplier's dispute resolution procedure in force from time to time, located here: https://the7bridges.com/terms/ ;
Documentation	means: <ul style="list-style-type: none"> (a) the description of the Service (as Updated from time to time), as set out in the Order Form and/or as made available by the Supplier to the Customer from time to time at https://the7bridges.com/terms/ (the Description); (b) in respect of each Service, the relevant instructions as to how to use that part of the Services as set out in the Order Form and/or as made available by the Supplier at https://the7bridges.freshdesk.com/support/home (as Updated from time to time) (the User Manual);
End User	means (i) any client and/or customer of the Customer, (ii) any person to whom the Customer supplies services and/or (iii) any Authorised User;
Fees	means the Subscription Fees together with any other amounts payable to the Supplier under our Agreement;
Force Majeure	has the meaning given in clause 27;
Free or Trial Service	means any Service identified as being provided on a trial basis or provided without charge (for the duration of the period during which it is provided on such basis);
Intellectual Property Rights	means copyright, patents, rights in inventions, rights in confidential information, Know-how, trade secrets, trade marks, service marks, trade names, design rights, rights in get-up, database rights, rights in data, semi-conductor chip topography rights, mask works, utility models, domain names, rights in computer software and all similar rights of whatever nature and, in each case: (i) whether registered or not, (ii) including any applications to protect or register such rights, (iii) including all renewals and extensions of such rights or applications, (iv) whether vested, contingent or future and (v) wherever existing;
Initial Term	means any initial term specified in the Order Form;
Know-how	means inventions, discoveries, improvements, processes, formulae, techniques, specifications, technical information, methods, tests, reports, component lists, manuals, instructions, drawings and information relating to customers and suppliers (whether

written or in any other form and whether confidential or not);

Master SaaS Terms	means the terms set out in the clauses and other provisions of this document as Updated from time to time;
Materials	means all services, data, information, content, Intellectual Property Rights, websites, software and other materials provided by or on behalf of the Supplier in connection with the Services, but excluding all Customer Data;
Non-Supplier Materials	means Materials provided, controlled or owned by or on behalf of a third party the use of which is subject to a separate agreement or licence between the Customer and the relevant third party (including such Non-Supplier Materials which may be linked to, interact with or used by the Services) and all other Materials expressly identified as Non-Supplier Materials in our Agreement;
Order	means the provision of an Order Form to the Supplier by the Customer;
Order Acceptance	means the effective date of the relevant Order Form;
Order Form	means the electric or physical form (including its schedules, annexes and appendices (if any)) ordering the Services entered into by or on behalf of the Customer and Supplier, incorporating these Master SaaS Terms, the Delegation of Authority and the Supplier Policies (and as varied by the parties by agreement in writing from time to time);
Permitted Downtime	means: <ul style="list-style-type: none">(a) scheduled maintenance which the Supplier shall use reasonable endeavours to undertake from 2am to 6am (UK time);(b) emergency maintenance; or(c) downtime caused in whole or part by Force Majeure.
Platform	means any platform or software provided by the Supplier to the Customer to enable the Customer to access and/or use the Services;
Pricing Terms	means the details of pricing and fees in respect of each part of the Services, as initially provided under the Order Form and updated from time to time in accordance with clause 8.5;
Privacy Policy	means the Supplier's privacy policy in relation to (amongst other things) the Services (as Updated from time to time), which as at Order Acceptance is the latest version available at https://the7bridges.com/privacy/ ;
Processed Data	means: (i) any data generated by or derived from the Supplier's analysis or processing of Customer Data, and (ii) any data generated by or derived from the Customer's activity on the platform and/or use of the Services;
Protected Data	has the meaning given to it in the Data Protection Policy;
Purpose	means use solely for the Customer's internal business operations and, in respect of each Service, also for the internal business of operations of the Authorised Affiliates identified in respect of that Service on the Order Form, in each case in accordance with the

applicable Documentation and our Agreement. Purpose expressly excludes any of the following to the maximum extent permitted by law:

- (a) copying, reproducing, publishing, distributing, redistributing, broadcasting, transmitting, modifying, adapting, editing, abstracting, storing, archiving, displaying publicly or to third parties, selling, licensing, leasing, renting, assigning, transferring, disclosing (in each case whether or not for charge) or in any way commercially exploiting any part of any Service or Documentation;
- (b) permitting any use of any Service or Documentation in any manner by any third party (including permitting use in connection with any timesharing or service bureau, outsourced or similar service to third parties or making any Service or Documentation (or any part) available to any third party or allowing or permitting a third party to do any of the foregoing (other than to the Authorised Affiliates for the Purpose));
- (c) combining, merging or otherwise permitting any Service (or any part of it/them) to become incorporated in any other program or service, or arranging or creating derivative works based on it (in whole or in part); or
- (d) attempting to reverse engineer, observe, study or test the functioning of or decompile the Platform or the Services (or any part),

except as expressly permitted under our Agreement;

Relevant Services	means any services provided to End Users by the Customer (and Relevant Service shall be construed accordingly);
Relief Event	means: <ul style="list-style-type: none">(a) any breach of our Agreement by the Customer; or(b) any Force Majeure;
Service Hours	means 99% availability during each calendar month, excluding Permitted Downtime;
Services	means: (i) the services to which the Customer has subscribed as set out in the Order Form, (ii) the Platform, (iii) the Set-Up Services (if any), and (iv) the Support Services (if any) (and Service shall be construed accordingly);
Set-Up Services	means the configuration, implementation and integration of any services to be provided by the Supplier under this Agreement as specified in the Order Form;
Service Period	means (subject to clauses 2 and 18) in respect of each Service, the duration during which such services are to be provided as initially set out in the Order Form and as varied in accordance with our Agreement;
Subscribed Territory	means, in respect of a component of the Services, the territories identified in the Order Form except to the extent it is illegal (including as a result of any embargo) under the laws of the United States, any member of the European Union or the United Kingdom (as binding on any person) for the Service to be provided to or received within such territories from time to time;
Subscription Fee	means, in respect of each Service, the fees payable by the Customer in consideration of

that Service as set out in the Pricing Terms on the Order Form;

Supplier Policies	means each of the Anti-Bribery and Modern Slavery Policy, the Data Protection Policy, the Dispute Resolution Procedure and the Code of Conduct;
Supplier Provided Materials	means all of the Materials provided or made available by or on behalf of the Supplier, but excluding all Customer Data and all Non-Supplier Materials;
Support Services	means, in respect of the relevant Service, the support services provided by the Supplier to the Customer as described in the Order Form;
Update	has the meaning given to it in clause 11.2, and Updated shall be construed accordingly;
VAT	means value added tax, as defined by the Value Added Tax Act 1994; and
Virus	any code which is designed to disrupt, disable, harm or otherwise impede in any manner, including aesthetic disruptions or distortions, the operation of the Services, or would disable the Services or impair in any way their operation based on the elapsing of a period of time, exceeding an authorised number of copies, advancement to a particular date or other numeral, or that would permit the Customer or any other person to access the Services to cause such disablement or impairment, or which contains any other similar harmful, malicious or hidden procedures, routines or mechanisms which would cause such programs to cease functioning or to damage or corrupt data, storage media, programs, equipment or communications, or otherwise interfere with operations (whether or not specifically directed at the Supplier) (including, without limitation, computer programs commonly referred to as worms or Trojan horses),

1.2 In this Agreement:

- 1.2.1 each Order Form entered into by the Customer shall form a separate agreement, incorporating these Master SaaS Terms together with any Schedules and the Supplier Policies (**our Agreement**);
- 1.2.2 a reference to this Agreement includes its schedules, appendices and annexes (if any) and the Supplier Policies;
- 1.2.3 a reference to a 'party' includes that party's personal representatives, successors and permitted assigns;
- 1.2.4 a reference to a 'person' includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns;
- 1.2.5 a reference to a gender includes each other gender;
- 1.2.6 words in the singular include the plural and vice versa;
- 1.2.7 any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;
- 1.2.8 the table of contents, background section and any clause, schedule or other headings in this Agreement are included for convenience only and shall have no effect on the interpretation of this Agreement;
- 1.2.9 a reference to legislation is a reference to that legislation as amended, extended, re-enacted or consolidated from time to time;

- 1.2.10 references to any Applicable Laws (including to the Data Protection Laws and each of them) and to terms defined in such Applicable Laws shall be replaced with or incorporate (as the case may be) references to any Applicable Laws replacing, amending, extending, re-enacting or consolidating such Applicable Law (including the GDPR and any new Data Protection Laws from time to time) and the equivalent terms defined in such Applicable Laws, once in force and applicable; and
- 1.2.11 a reference to a law includes all subordinate legislation made under that law.

2 Term and termination

- 2.1 Our Agreement shall come into force on Order Acceptance and, unless terminated earlier in accordance with its terms, shall continue for the duration of the Service Period after which it shall automatically expire.
- 2.2 After the expiry of the Initial Term, either party may terminate this Agreement or the provision of any of the Services for convenience on not less than 60 days' prior written notice to the other.
- 2.3 Either party may terminate this Agreement immediately at any time by giving notice in writing to the other party if:
- 2.3.1 the other party commits a material breach of this Agreement and such breach is not remediable;
- 2.3.2 the other party commits a material breach of our Agreement which is not remedied within 20 Business Days of receiving written notice of such breach; or
- 2.3.3 the other party has failed to pay any amount due under this Agreement on the due date and such amount remains unpaid within 20 Business Days after the other party has received notification that the payment is overdue.
- 2.4 The Supplier may terminate or suspend the provision of Free or Trial Services (and all related Support Services) at any time with or without notice.
- 2.5 For the avoidance of doubt, any breach by the Customer of any of the Supplier Policies, the Code of Conduct or of clauses 5 or 15 shall be deemed a material breach of our Agreement which is not remediable.

3 Use of the Services

- 3.1 Upon Order Acceptance and subject to the terms of our Agreement, the Supplier grants the Customer a non-exclusive, non-transferable, personal right to:
- 3.1.1 use each Service during Service Hours; and
- 3.1.2 copy and use the Documentation as strictly necessary for its use by Authorised Users of the Services,
- within the relevant Subscribed Territory during the Service Period for the Purpose.
- 3.2 The Customer acknowledges that access to the Services may take up to 3 Business Days from Order Acceptance to initially set up and that use of the Services is at all times subject to the Customer's compliance with our Agreement and the requirements identified in our Agreement (including all minimum system requirements).
- 3.3 The Customer acknowledges that the Services do not include:
- 3.3.1 any services, systems or equipment required to access the internet (and that the Customer is solely responsible for procuring access to the internet and for all costs and expenses in

connection with internet access, communications, data transmission and wireless or mobile charges incurred by it in connection with use of the Services);

- 3.3.2 dedicated data back up or disaster recovery facilities (and the Customer should ensure it at all times maintains backups of all Customer Data); or
- 3.3.3 legal, accounting or other professional or regulated services and that, except as expressly stated in our Agreement, no assurance is given that the Services will comply with or satisfy any legal or regulatory obligation of any person.

4 Performance of the Services

- 4.1 Time of performance shall not be of the essence. The Supplier shall use its reasonable endeavours to perform the Services in accordance with any commencement or end dates specified for performance in the corresponding Order Form (if any). Services which do not have specified commencement or end dates shall be performed by the Supplier within a reasonable period of time.

5 Authorised Users

- 5.1 The Customer shall ensure that only Authorised Users use the Services and that such use is at all times in accordance with this Agreement. The Customer shall ensure that Authorised Users are, at all times whilst they have access to the Services, the employees or contractors of the Customer or the Authorised Affiliates.
- 5.2 The Customer shall keep a list of all Authorised Users and shall notify the Supplier within three Business Days if any updates to any list of Authorised Users are made or required, including when Authorised Users cease to be employed or engaged by a relevant entity such that they are no longer entitled to be Authorised Users. Where termination of such relationship is known in advance, the Supplier shall provide such information as soon as reasonably possible prior to such termination of that relationship, together with the date such person shall cease to be an Authorised User.
- 5.3 The Customer shall ensure that the number of Authorised Users for each Service does not exceed the number of Purchased Authorised Users Accounts for the relevant Service at any time. The Customer is entitled to remove one individual as an Authorised User and replace them with another individual in accordance with the terms of this Agreement, but Authorised User accounts cannot be shared or used by more than one individual at the same time.
- 5.4 Without prejudice to any other right or remedy of the Supplier, in the event the Customer is in breach of clause 5.3 then:
 - 5.4.1 the warranties in clause 10.1 shall cease to apply for the duration of the period during which the Customer is in breach of clause 5.3; and
 - 5.4.2 the Customer shall be liable to pay for the number of Authorised Users above the number of Purchased Authorised Users Accounts for that Service for the relevant period during which infringement occurred in accordance with the Pricing Terms.
- 5.5 The Customer shall:
 - 5.5.1 be liable for the acts and omissions of the Authorised Users and the Authorised Affiliates as if they were its own;
 - 5.5.2 only provide Authorised Users with access to the Services via the access method provided by the Supplier and shall not provide access to (or permit access by) anyone other than an Authorised User; and

- 5.5.3 procure that each Authorised User (and each Authorised Affiliate) is aware of, and complies with, the obligations and restrictions imposed on the Customer under our Agreement, including all obligations and restrictions relating to the Supplier's Confidential Information.
- 5.6 The Customer warrants and represents that it, and all Authorised Users and all others acting on its or their behalf (including systems administrators) shall, keep confidential and not share with any third party (or with other individuals except those with administration rights at the Customer and its Authorised Affiliate's organisation as necessary for use of the Service) their password or access details for any Service.
- 5.7 The Customer shall (and shall ensure all Authorised Affiliates and Authorised Users shall) at all times comply with the Code of Conduct and all other provisions of this Agreement.
- 5.8 If any password has been provided to an individual that is not an Authorised User, the Customer shall, without delay, disable any such passwords and notify the Supplier immediately.
- 5.9 The Customer shall comply (and shall ensure all Authorised Affiliates and Authorised Users comply) with all applicable laws, rules, and regulations governing export that apply to the Services, the Customer Data and the Documentation (or any part), and shall not export or re-export, directly or indirectly, separately or as a part of a system, the Services, the Customer Data or the Documentation (or any part) to, or access or use the Services, the Customer Data or the Documentation (or any part) in, any country or territory for which an export licence or other approval is required under the laws of the United Kingdom, the United States, the European Union or any of its member states, without first obtaining such licence or other approval. Without prejudice to the Supplier's obligations under the Data Protection Policy, the Customer shall be solely responsible for ensuring its access, importation and use of the Services, the Customer Data and Documentation in or into any part of the Subscribed Territory or elsewhere complies with all export and other laws.
- 5.10 Clauses 5.5 to 5.9 (inclusive) shall survive termination or expiry of our Agreement.

6 Reliance on Customer Instructions

- 6.1 The Supplier will accept instructions from persons who appear to the Supplier to have ostensible authority to instruct the Supplier on the Customer's behalf, and the Supplier shall be under no obligation to verify the identity of such persons or to carry out any further investigations or make further enquiries.

7 Support

- 7.1 Support Services shall be available for each Service to the Customer for the duration of the respective Service Period, to the extent and in the manner specified in the relevant Order Form.
- 7.2 The Supplier will use reasonable endeavours to notify the Customer in advance of scheduled maintenance but the Customer acknowledges that it may receive no advance notification for downtime caused by Force Majeure or for other emergency maintenance.

8 Price and payment

- 8.1 The Subscription Fee and any other charges (including expenses) expressly agreed between the parties in writing shall be paid by the Customer at the rates and in the manner described in the Order Form.
- 8.2 The Fees are exclusive of VAT which shall be payable by the Customer at the rate and in the manner prescribed by law.
- 8.3 Fees payable to the Supplier under our Agreement shall be paid into the Supplier's bank account by electronic funds transfer unless otherwise notified by the Supplier to the Customer in writing in accordance with our Agreement.

- 8.4 The Supplier shall have the right to charge interest on overdue invoices at the rate of 4% per year above the base rate of Barclays Bank plc, calculated from the date when payment of the invoice becomes due for payment up to and including the date of actual payment whether before or after judgment.
- 8.5 The Supplier shall be entitled to increase the Fees for any and all Services at any time by notice to the Customer provided that the Supplier shall not be entitled to increase the Fees on less than six weeks prior notice or more than once every 12 months.
- 8.6 To the extent this Agreement terminates or expires (other than due to termination by the Customer under clause 2.3) the Customer shall not be entitled to any refund or discount of Fees paid for any parts of any month during which the Services cease to be provided.

9 Customer obligations

- 9.1 The Customer agrees to and shall (and shall ensure, where relevant, that all End Users and all Customer Affiliates shall) at all times and in all respects comply with the provisions of the Code of Conduct, located here: <https://the7bridges.com/terms/>.

10 Warranties and acknowledgments

- 10.1 Subject to the remainder of this clause 10, the Supplier warrants that the Services will be provided with reasonable care and skill.
- 10.2 The Customer acknowledges that complex software is never wholly free from defects, errors and bugs and subject to the other provisions of this Agreement, the Supplier:
- 10.2.1 gives no warranty or representation that the Services or the Platform will be wholly free from defects, errors and bugs; and
 - 10.2.2 gives no warranty or representation that the Services or the Platform will meet the Customer's requirements, will be uninterrupted or error-free, timely, available on a specified date or time or will have the capacity to meet the Customer's demand during specific hours.
- 10.3 The Customer acknowledges that:
- 10.3.1 the Supplier does not and will not provide any legal, financial, accountancy or taxation advice of any kind under this Agreement and/or in relation to the Services and/or through the Services; and
 - 10.3.2 the Supplier cannot guarantee and makes no representation or warranty as to the accuracy, veracity, or completeness of any information provided to the Customer through the Services.
- 10.4 The Supplier shall not be liable for any failure of the Services to comply with the provisions of clause 10.1 where the same arises directly or indirectly and whether in whole or in part as a result of:
- 10.4.1 a breach by the Customer of any of its obligations under this Agreement;
 - 10.4.2 an event of Force Majeure; or
 - 10.4.3 any design, specification or requirement of the Customer.
- 10.5 The Supplier may make Non-Supplier Materials available for the Customer's use in connection with the Services. The Customer agrees that:
- 10.5.1 the Supplier has no responsibility for the use or consequences of use of any Non-Supplier Materials;
 - 10.5.2 the Customer's use of any Non-Supplier Materials shall be governed by the applicable terms between the Customer and the owner or licensor of the relevant Non-Supplier Materials;
 - 10.5.3 the Customer is solely responsible for any Non-Supplier Materials used in connection with the Services and for compliance with all applicable third party terms which may govern the use of such Non-Supplier Materials; and

10.5.4 the continued availability, compatibility with the Services and performance of the Non-Supplier Materials is outside the control of the Supplier and the Supplier has no responsibility for any unavailability of or degradation in the Services to the extent resulting from the availability, incompatibility or performance of any of the Non-Supplier Materials.

10.6 Other than as set out in this clause 10, and subject to clause 24.7, all warranties, conditions, terms, undertakings or obligations whether express or implied and including any implied terms relating to quality, fitness for any particular purpose or ability to achieve a particular result are excluded to the fullest extent allowed by applicable law.

11 Changes to services and terms

11.1 The Supplier may at its absolute discretion make, and notify the Customer of, updated versions of the Master SaaS Terms or other documents referred to in any part of our Agreement (excluding in each case the Order Form) from time to time by notifying the Customer of such update by e-mail (together with a copy of the update or a link to a copy of the update) or by any other reasonable means which the Supplier elects (**Update Notification**). The Supplier will comply with its related obligations in the Data Protection Policy.

11.2 The document(s) subject to such Update Notification shall replace the preceding version of the same document(s) for the purposes of our Agreement from the date 15 Business Days' after Update Notification of such revised document(s) (the **Update**) (or at such later date as the Supplier may specify).

11.3 The Customer acknowledges that the Supplier shall be entitled to modify the features and functionality of the Services. The Supplier shall use reasonable endeavours to ensure that any such modification does not materially adversely affect the use of the relevant Service(s) by the Supplier's customers generally. The Supplier may, without limitation to the generality of this clause 11.3, establish new limits on the Services (or any part), including limiting the volume of data which may be used, stored or transmitted in connection with the Service, remove or restrict application programming interfaces or make alterations to data retention periods, provided such changes are introduced by Update to the relevant impacted contractual documents. The Supplier will comply with its related obligations in the Data Protection Policy.

12 Suspension

12.1 The Supplier may suspend access to the Services to all or some of the Authorised Users if:

12.1.1 the Supplier suspects (acting reasonably) that there has been any misuse of the Services or breach of the terms of this Agreement; or

12.1.2 the Customer fails to pay any sums due to the Supplier by the due date for payment.

12.2 Where the reason for the suspension is suspected misuse of the Services or breach of this Agreement, without prejudice to its rights under clause 2, the Supplier will take steps to investigate the issue and may restore or continue to suspend access to the Services at its discretion.

12.3 In relation to suspensions under clause 12.1.2, access to the Services will be restored promptly after the Supplier receives payment in full and cleared funds.

12.4 Fees shall remain payable during any period of suspension notwithstanding that the Customer, Authorised Affiliates or some or all of the Authorised Users may not have access to the Services.

13 Data Protection

13.1 Both the Customer and the Supplier agree to and shall at all times and in all respects comply with the provisions of the Data Protection Policy, located here: <https://the7bridges.com/terms/>.

14 Confidential information

- 14.1 Each party undertakes that it shall keep any information that is confidential in nature concerning the other party and its Affiliates including, any details of its business, affairs, customers, clients, suppliers, plans or strategy (**Confidential Information**) confidential and that it shall not use or disclose the other party's Confidential Information to any person, except as permitted by clause 14.2.
- 14.2 A party may:
- 14.2.1 disclose any Confidential Information to any of its employees, officers, representatives, advisers, partners and/or suppliers (**Representatives**) who need to know the relevant Confidential Information for the purposes of the performance of any obligations under this Agreement, provided that such party ensures that each Representative to whom Confidential Information is disclosed is aware of its confidential nature and agrees to comply with clause 14 as if it were a party;
 - 14.2.2 disclose any Confidential Information as may be required by law, any court, any governmental, regulatory or supervisory authority (including any securities exchange) or any other authority of competent jurisdiction to be disclosed; and
 - 14.2.3 use Confidential Information only to perform any obligations under this Agreement.
- 14.3 Each party recognises that any breach or threatened breach of clause 14 may cause irreparable harm for which damages may not be an adequate remedy. Accordingly, in addition to any other remedies and damages, the parties agree that the non-defaulting party may be entitled to the remedies of specific performance, injunction and other equitable relief without proof of special damages.
- 14.4 To the extent any Customer Data is Protected Data, the Supplier shall ensure that such Customer Data may be disclosed or used only to the extent such disclosure or use does not conflict with any of the Supplier's obligations under the Data Protection Policy. Clause 14.2 is subject to this clause 14.4.
- 14.5 Clause 14 shall bind the parties during the Term and for a period of five years following termination of this Agreement.

15 Intellectual Property Rights

- 15.1 All Intellectual Property Rights in and to the Services (including in the Platform, Documentation and all Supplier Provided Materials) belong to and shall remain vested in the Supplier or the relevant third party owner. To the extent that the Customer, any of its Affiliates or any person acting on its or their behalf acquires any Intellectual Property Rights in the Platform, Documentation, Supplier Provided Materials or any other part of the Services, the Customer shall assign or procure the assignment of such Intellectual Property Rights with full title guarantee (including by way of present assignment of future Intellectual Property Rights) to the Supplier or such third party as the Supplier may elect. The Customer shall execute all such documents and do such things as the Supplier may consider necessary to give effect to this clause 15.1.
- 15.2 Except for the rights expressly granted in this Agreement, the Customer, any Authorised User, any Customer Affiliate and their direct and indirect sub-contractors, shall not acquire in any way any title, rights of ownership, or Intellectual Property Rights of whatever nature in the Services (or any part including the Platform or Documentation) and no Intellectual Property Rights of either party are transferred or licensed as a result of this Agreement.
- 15.3 The Customer and Authorised Users may be able to store or transmit Customer Data using one or more Service and the Services may interact with Customer Systems. The Customer hereby grants a royalty-free, non-transferable, non-exclusive licence for the Supplier (and each of its direct and indirect sub-contractors) to use, copy and otherwise utilise the Customer Data and Customer Systems to the extent necessary to perform or provide the Services or to exercise or perform the Supplier's rights, remedies and obligations under this Agreement.
- 15.4 For the avoidance of doubt, the Customer has no right to access the software code (including object code, intermediate code and source code) of the Platform or the Services at any time.

- 15.5 Subject to any written agreement to the contrary, all Intellectual Property Rights in and to the Processed Data shall belong to and be vested in the Supplier. To the extent that the Customer, any of its Affiliates or any person acting on its or their behalf acquires any Intellectual Property Rights in the Processed Data, the Customer shall assign or procure the assignment of such Intellectual Property Rights with full title guarantee (including by way of present assignment of future Intellectual Property Rights) to the Supplier or such third party as the Supplier may elect. The Customer shall execute all such documents and do such things as the Supplier may consider necessary to give effect to this clause 15.5.
- 15.6 The Customer shall not modify, adapt, develop, reverse engineer, decompile, disassemble or carry out any act otherwise restricted by copyright or other Intellectual Property Rights in the Services and/or the Platform except and only to the extent that it is expressly permitted by Applicable Law.
- 15.7 The Supplier may use any feedback and suggestions for improvement relating to the Services provided by the Customer, the Authorised Affiliates or any Authorised User without charge or limitation (**Feedback**). The Customer hereby assigns (or shall or procure the assignment) of all Intellectual Property Rights in the Feedback with full title guarantee (including by way of present assignment of future Intellectual Property Rights) to the Supplier at the time such Feedback is first provided to the Supplier.
- 15.8 The Customer hereby waives (and shall ensure all relevant third parties have waived) all rights to be identified as the author of any work, to object to derogatory treatment of that work and all other moral rights in the Intellectual Property Rights assigned to the Supplier under our Agreement.
- 15.9 This clause 15 shall survive the termination or expiry of our Agreement.

16 Relief

- 16.1 To the maximum extent permitted by law, the Supplier shall not be liable (under any legal theory, including negligence) for any breach, delay or default in the performance of our Agreement to the extent the same (or the circumstances giving rise to the same) arises or was contributed to by any Relief Event.

17 Customer Systems and Customer Data

- 17.1 Customer Data shall at all times remain the property of the Customer or its licensors.
- 17.2 Except to the extent the Supplier has direct obligations under data protection laws, the Customer acknowledges that the Supplier has no control over any Customer Data hosted as part of the provision of the Services and may not actively monitor or have access to the content of the Customer Data. The Customer shall ensure (and is exclusively responsible for) the accuracy, quality, integrity and legality of the Customer Data and that its use (including use in connection with the Service) complies with all applicable laws and Intellectual Property Rights.
- 17.3 If the Supplier becomes aware of any allegation that any Customer Data may not comply with the Code of Conduct or any other part of our Agreement the Supplier shall have the right to permanently delete or otherwise remove or suspend access to any Customer Data which is suspected of being in breach of any of the foregoing from the Services and/or disclose Customer Data to law enforcement authorities (in each case without the need to consult the Customer). Where reasonably practicable and lawful the Supplier shall notify the Customer before taking such action.
- 17.4 Except as otherwise expressly agreed in our Agreement, the Supplier shall not be obliged to provide the Customer with any assistance extracting, transferring or recovering any data whether during or after the Service Period. The Customer acknowledges and agrees that it is responsible for maintaining safe backups and copies of any Customer Data, including as necessary to ensure the continuation of the Customer's and Authorised Affiliates' businesses. The Customer shall, without limitation, ensure that it backs up (or procures the back up of) all Customer Data regularly (in accordance with its, its Authorised Affiliates and its Authorised User's needs) and extracts it from each Service prior to the termination or expiry of our Agreement or the cessation or suspension of any of the Services.

17.5 The Supplier routinely undertakes regular backups of the Services (which may include Customer Data) for its own business continuity purposes. The Customer acknowledges that such steps do not in any way make the Supplier responsible for ensuring the Customer Data does not become inaccessible, damaged or corrupted. To the maximum extent permitted by applicable law, the Supplier shall not be responsible (under any legal theory, including in negligence) for any loss of availability of, or corruption or damage to, any Customer Data.

17.6 Unless otherwise set out in the Order Form or subsequently agreed by the parties in writing, the Customer hereby instructs that the Supplier shall within 90 days of the earlier of the end of the provision of the Services (or any part) relating to the processing of the Customer Data securely dispose of such Customer Data processed in relation to the Services (or any part) which have ended (and all existing copies of it) except to the extent that any Applicable Law (as defined in the Data Protection Policy) requires the Supplier to store such Customer Data. The Supplier shall have no liability (howsoever arising, including in negligence) for any deletion or destruction of any such Customer Data undertaken in accordance with our Agreement.

18 Renewals

18.1 Unless the Order Form specifies there shall be no automatic renewals and subject to clause 18.2, on expiry of the Service Period indicated in the Order Form for each Service the Service Period shall continue and automatically renew for a further period of twelve months (**first Renewal Date**) and thereafter renew for a further period of twelve months on each anniversary of the first Renewal Date (each of the first Renewal Date and each such anniversary being a **Renewal Date**). This clause 18.1 shall not apply in respect of Free or Trial Services (which shall not renew unless otherwise expressly stated in the Order Form).

18.2 If either party wishes for the Service Period to expire on the next Renewal Date, it may cause the Service to expire on that Renewal Date by notice provided such notice is served at least 45 days prior to that Renewal Date. If notice is not served within the timeframes set out in this clause 18.2, the Service shall renew at the next Renewal Date in accordance with clause 18.1.

19 Anti-bribery and modern slavery

19.1 The Customer agrees to and shall at all times and in all respects comply with the provisions of the Anti-Bribery and Modern Slavery Policy, located here: <https://the7bridges.com/terms/>.

20 Dispute resolution

20.1 The Customer agrees to and shall at all times and in all respects comply with the provisions of the Dispute Resolution Procedure, located here: <https://the7bridges.com/terms/>.

21 Monitoring compliance

21.1 The Customer shall allow and procure for the Supplier (and any representatives of the Supplier) access to its premises and the premises of Authorised Affiliates to:

21.1.1 inspect use of the Services; and

21.1.2 audit (and take copies of) the relevant records of the Customer and the Authorised Affiliates,

in each case to the extent necessary to verify that the Customer is in compliance with its obligations under our Agreement.

21.2 Unless otherwise agreed in writing, the inspection and audit referred to in clause 21.1 shall be undertaken:

21.2.1 during the Customer's normal business hours on Business Days;

21.2.2 subject to the provision by the Supplier of a minimum of five Business Days' notice; and

21.2.3 not more than twice in any calendar year.

21.3 The Supplier may monitor, collect, store and use information on the use and performance of the Services (including Customer Data) to detect threats or errors to the Services and/or Supplier's operations and for the purposes of the further development and improvement of the Supplier's services, provided that such activities at all times comply with the Privacy Policy and Data Protection Policy.

21.4 This clause 21 shall survive termination or expiry of our Agreement for a period of 12 months.

22 Supplier Policies

22.1 For the avoidance of doubt, each of the Supplier Policies shall be incorporated into, form part of and be interpreted in accordance with the provisions of this Agreement.

22.2 Defined terms used in the Supplier Policies shall have the same meaning as in the main body of this Agreement.

22.3 The Supplier reserves the right, at its absolute discretion, to make any such changes to the Supplier Policies as it deems necessary, provided that it gives the Customer notice of any such changes within a reasonable time. The Supplier will use its reasonable endeavours to give the Customer advance notice of any such changes to the Supplier Policies.

23 Consequences of termination

23.1 Immediately on termination or expiry of this Agreement (for any reason), the rights granted by the Supplier under this Agreement shall terminate and the Customer shall (and shall procure that each Authorised User and Authorised Affiliate shall):

23.1.1 stop using the Services; and

23.1.2 destroy and delete or, if requested by the Supplier, return any copies of the Documentation in its possession or control (or in the possession or control of any person acting on behalf of any of them).

23.2 Termination or expiry of this Agreement shall not affect any accrued rights and liabilities of either party at any time up to the date of termination or expiry and shall not affect any provision of this Agreement that is expressly or by implication intended to continue beyond termination.

24 Liability

24.1 The extent of the parties' liability under or in connection with this Agreement (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause 24.

24.2 Subject to clauses 24.6 and 24.7, the total liability of the Supplier, howsoever arising under or in connection with this Agreement, shall not exceed the greater of:

24.2.1 an amount equal to the Fees for all Services paid to the Supplier in the 12-month period immediately preceding the first incident giving rise to any claim under our Agreement; or

24.2.2 an amount equal to 12 times the Fees due or paid to the Supplier for the Services provided in the first month of the Service Period.

24.3 Subject to clause 24.7, the Supplier shall not be liable for consequential, indirect or special losses.

24.4 Subject to clause 24.7, the Supplier shall not be liable for any losses (regardless of whether such liability arises in tort, contract, or in any other way) arising out of or in connection with:

24.4.1 the Customer's delay or failure to perform its obligations under this Agreement;

24.4.2 any inaccuracies, omissions or errors in the results or outputs of the Services; or

- 24.4.3 any decision made by the Customer (and/or End User) based on the results or outputs of the Services.
- 24.5 Subject to clause 24.7, the Supplier shall not be liable for any of the following (whether direct or indirect):
 - 24.5.1 loss of profit;
 - 24.5.2 destruction, loss of use or corruption of data;
 - 24.5.3 loss of use;
 - 24.5.4 loss of production;
 - 24.5.5 loss of contract;
 - 24.5.6 loss of opportunity;
 - 24.5.7 loss of savings, discount or rebate (whether actual or anticipated);
 - 24.5.8 harm to reputation or loss of goodwill;
 - 24.5.9 loss of use;
 - 24.5.10 loss of production;
 - 24.5.11 loss or corruption of software or systems.
- 24.6 The limitations of liability set out in clause 24.5 shall not apply in respect of liability under any indemnities given by the Customer under this Agreement.
- 24.7 Notwithstanding any other provision of this Agreement, the liability of the parties shall not be limited in any way in respect of the following:
 - 24.7.1 death or personal injury caused by negligence;
 - 24.7.2 fraud or fraudulent misrepresentation; or
 - 24.7.3 any other losses which cannot be excluded or limited by applicable law.
- 24.8 This clause 24 shall survive the termination or expiry of this Agreement.

25 Indemnities

- 25.1 Subject to clauses 24 and 25.2, the Supplier shall indemnify the Customer for any losses, damages, liability, costs and expenses (including reasonable professional fees) incurred by it as a result of any action, demand or claim that the provision of the Services infringes the Intellectual Property Rights of any third party (an **IPR Claim**), provided that this indemnity shall not apply if the third party claim in question arises as a result of the default of the Customer or use by the Customer of the Services in a manner not contemplated by and/or permitted by the provisions of this Agreement.
- 25.2 The Customer shall indemnify the Supplier for any losses, damages liability, costs and expenses (including reasonable professional fees) incurred by it as a result of work undertaken by the Supplier in accordance with the Customer's specifications, or arising as a result of materials and/or information supplied by the Customer to the Supplier in the course of the provision of the Services, which gives rise to any IPR Claim (a **Customer IPR Claim**).
- 25.3 In the event that the Customer receives notice of any IPR Claim, it shall:
 - 25.3.1 notify the Supplier in writing as soon as reasonably practicable;
 - 25.3.2 not make any admission of liability or agree any settlement or compromise of the Claim without the prior written consent of the Supplier (such consent not to be unreasonably withheld or delayed);
 - 25.3.3 let the Supplier at its request and own expense have the conduct of or settle all negotiations and litigation arising from the IPR Claim at its sole discretion provided that if the Supplier fails to conduct the Claim in a timely or proper manner the Customer may conduct the Claim at the expense of the Supplier;

- 25.3.4 take all reasonable steps to minimise the losses that may be incurred by it or by any third party as a result of the IPR Claim; and
- 25.3.5 provide the Supplier with all reasonable assistance in relation to the IPR Claim (at the Customer's expense) including the provision of prompt access to any relevant premises, officers, employees, contractors or agents of the Customer.
- 25.4 If any IPR Claim is made or is reasonably likely to be made, the Supplier may at its option:
 - 25.4.1 procure for the Customer the right to continue receiving the relevant Services; or
 - 25.4.2 re-perform the infringing part of the Services so as to avoid the infringement or alleged infringement.
- 25.5 The Customer shall indemnify and keep indemnified the Supplier (without limit) for any losses (whether such loss or damage is direct, indirect, consequential or otherwise), damages, liability, costs and expenses (including professional fees) incurred by the Supplier as a result of any action, demand or claim arising from or incurred by reason of:
 - 25.5.1 any breach of clauses 13 and/or 19 by the Customer (or any breach by the Customer's permitted sub-contractors and their equivalent contractual obligations);
 - 25.5.2 any third party claims that the Relevant Services infringe any third party Intellectual Property Rights;
 - 25.5.3 any Viruses introduced to the Supplier's systems (or those of its Affiliates) by and/or through the Customer, (save that no such indemnity shall be given where such Viruses are introduced or such breaches are the result of actions or omissions by the Supplier); and
 - 25.5.4 any third party action, demand or claim that the provision of the Services to the Customer is in breach of any Data Protection Laws.
- 25.6 In respect of any indemnity given by either party under this Agreement, the party which receives the benefit of the indemnity shall take all reasonable steps so as to reduce or mitigate the loss covered by the indemnity.

26 Notices

- 26.1 Any notice or other communication given by a party under this Agreement shall:
 - 26.1.1 be in writing and in English;
 - 26.1.2 be signed by, or on behalf of, the party giving it (except for notices sent by email); and
 - 26.1.3 be sent to the relevant party at the address set out in clause 26.3.
- 26.2 Notices may be given, and are deemed received:
 - 26.2.1 by Royal Mail Recorded Signed For post: at 9.00 am on the second Business Day after posting;
 - 26.2.2 by email: on receipt of a read receipt email from the correct address.
- 26.3 Notices and other communications shall be sent to:
 - 26.3.1 in the case of the Supplier: to Seven Bridges Limited, for the attention of Philip Ashton at:
23 Meard Street, London W1F 6EY
Philip.ashton@the7bridges.com,
copied to the Supplier's legal team at: legal@the7bridges.com; and
 - 26.3.2 in the case of the Customer: to any email or physical address or contact details notified on the Order Form.
- 26.4 Any change to the contact details of a party as set out in clause 26.3 shall be notified to the other party in accordance with clause 26.1 and shall be effective:

26.4.1 on the date specified in the notice as being the date of such change; or

26.4.2 if no date is so specified, five Business Days after the notice is deemed to be received

26.5 This clause does not apply to notices given in legal proceedings or arbitration.

27 Force Majeure

27.1 In this clause '**Force Majeure**' means an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations under this Agreement. Inability to pay is not Force Majeure.

27.2 A party shall not be liable if delayed in or prevented from performing its obligations under this Agreement due to Force Majeure, provided that it:

27.2.1 promptly notifies the other of the Force Majeure event and its expected duration; and

27.2.2 uses reasonable endeavours to minimise the effects of that event.

27.3 If, due to Force Majeure, a party:

27.3.1 is unable to perform a material obligation; or

27.3.2 is delayed in or prevented from performing its obligations for a total in any 6 months of operation of this Agreement of more than 45 Business Days,

the other party may terminate this Agreement on not less than 4 weeks' written notice.

28 Assignment

28.1 The Customer may not assign, subcontract or encumber any right or obligation under this Agreement, in whole or in part, without the Supplier's prior written consent.

28.2 Notwithstanding clause 28.1, the Customer may perform any of its obligations and exercise any of its rights granted under this Agreement through any Affiliate, provided that it gives the Supplier prior written notice including the identity of the relevant Affiliate. The Customer acknowledges and agrees that any act or omission of its Affiliate in relation to that party's rights or obligations under this Agreement shall be deemed to be an act or omission of the Customer itself.

28.3 The Supplier may perform any of its obligations and exercise any of its rights granted under this Agreement through any Affiliate. The Supplier may assign any or all of its rights under this Agreement provided that it gives the Customer prior written notice of any such assignment including the identity of the proposed assignee.

29 Entire Agreement

29.1 The parties agree that this Agreement and the Orders entered into pursuant to it constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.

29.2 Each party acknowledges that it has not entered into this Agreement and the Orders entered into pursuant to it in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in this Agreement and the Orders entered into pursuant to it. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in this Agreement.

29.3 Nothing in this Agreement purports to limit or exclude any liability for fraud.

30 Further assurance

The Customer shall at the request of the Supplier, and at the cost of the Customer, do all acts and execute all documents which are necessary to give full effect to this Agreement.

31 No partnership or agency

The parties are independent businesses and are not partners, principal and agent or employer and employee and this Agreement does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. None

of the parties shall have, nor shall represent that they have, any authority to make any commitments on the other party's behalf.

32 Equitable relief

Each party recognises that any breach or threatened breach of this Agreement may cause the other party irreparable harm for which damages may not be an adequate remedy. Accordingly, in addition to any other remedies and damages available to the other party, each party acknowledges and agrees that the other party is entitled to the remedies of specific performance, injunction and other equitable relief without proof of special damages.

33 Severance

33.1 If any provision of this Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of this Agreement shall not be affected.

33.2 If any provision of this Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification, the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision.

34 Set off

Except as expressly set out in this Agreement, each party shall pay all sums that it owes to the other party under this Agreement without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.

35 Waiver

35.1 No failure, delay or omission by either party in exercising any right, power or remedy provided by law or under this Agreement shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.

35.2 No single or partial exercise of any right, power or remedy provided by law or under this Agreement shall prevent any future exercise of it or the exercise of any other right, power or remedy.

35.3 A waiver of any term, provision, condition or breach of this Agreement shall only be effective if given in writing and signed by the waiving party, and then only in the instance and for the purpose for which it is given.

36 Compliance with law

Each party shall comply with all laws, enactments, regulations, regulatory policies, guidelines and industry codes applicable to them and shall maintain such authorisations and all other approvals, permits and authorities as are required from time to time to perform their obligations under or in connection with this Agreement.

37 Counterparts

37.1 This Agreement may be signed in any number of separate counterparts, each of which when signed and dated shall be an original, and such counterparts taken together shall constitute one and the same agreement.

38 Conflicts within Agreement

38.1 In the event of any conflict or inconsistency between different parts of this Agreement, the following descending order of priority applies:

38.1.1 the terms and conditions in the main body of this Agreement and the Data Protection Policy;

38.1.2 the other Supplier Policies; and

38.1.3 the Order.

38.2 Subject to the above order of priority between documents, later versions of documents shall prevail over earlier ones if there is any conflict or inconsistency between them.

39 Third party rights

39.1 Except as expressly provided for in clause 39.2, a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of this Agreement.

39.2 The Affiliates of the Supplier shall have the right to enforce the provisions of this Agreement.

40 Governing law

This Agreement and any dispute or claim arising out of or in connection with it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

41 Jurisdiction

The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement, its subject matter or formation (including non-contractual disputes or claims).