1. Interpretation

1.1. The definitions and rules of interpretation of these terms and conditions are set out in Schedule 1.

2. Background

2.1. Sales Layer Ltd incorporated and registered in England and Wales with company number 13250106 whose registered office is at Medway Bridge House 1 – 8 Fairmeadow 2nd Floor, Maidstone, England, ME14 1JP (“Sales Layer”) has developed certain software applications which it makes available to subscribers via the internet on a software as a service basis for a Subscription Fee.

2.2. Sales Layer is willing to grant access to the Software Services (as defined below) to you as the company that will be utilising the saas products (“Customer”) on these terms and conditions. By indicating consent electronically, or accessing or otherwise using the Software Services, the Customer agrees to these terms and conditions.

2.3. Please read these terms carefully before using the Software Services, these terms constitute a legal and enforceable contract between the Customer and Sales Layer.

3. Licence Grant

3.1. Subject to the Customer paying the Subscription Fee as set out in clause 6 and complying with its obligations set out in these terms and any Order Forms, Sales Layer grants to the Customer a limited, non-exclusive, non-transferable, revocable right and licence, without the right to grant sub-licences, to permit the Customer, via rights of access granted to the Customer’s Authorised Users, to access and use the Software Services and the Documentation, during the Subscription Term, solely for the Customer’s internal business operations. The grant of this right and licence is subject to the Customer’s compliance with these terms, and any other documents referenced in these terms or an Order Form.

3.2. In relation to Authorised Users, the Customer undertakes that:

A. the maximum number of Authorised Users that it authorises to access and use the Software Services and the Documentation shall not exceed the number of User Subscriptions it has purchased from time to time;
B. each Authorised User shall keep a secure password for his use of the Software Services and Documentation, that such password shall be changed no less frequently than once very two months and that each Authorised User shall keep his password confidential;
C. it shall, no more frequently than once per quarter, permit Sales Layer or Sales Layer's designated auditor to audit the Software Services, or use Sales Layer's requested software reporting, to verify that the Customer's use of the Software Services does not exceed the number of User Subscriptions purchased by the Customer. This right shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with the Customer's normal conduct of business; and
D. if any of the audits referred to in clause 3.2(e) reveal that the Customer has underpaid Sales Layer for its use of the Software Services, then without prejudice to Sales Layer's other rights, the Customer shall pay to Sales Layer an amount equal to such underpayment as calculated in accordance with the prices set out in the Order Form.

3.3. The Customer is responsible for all acts and omissions of each Authorised User and any and all use of the Software Services using each Authorised User's access credentials.

3.4. The Customer shall not, and shall procure that each Authorised User does not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Software Services that:

A. is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
B. facilitates illegal activity;
C. depicts sexually explicit images;
D. promotes unlawful violence;
E. is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
F. is otherwise illegal or causes damage or injury to any person or property; (collectively "Harmful Material")

and Sales Layer reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's use of the Software Services and remove any Harmful Material.

3.5. The Customer shall not, and shall procure that each Authorised User does not, without Sales Layer's consent:

A. attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software Services or Documentation in any form or media or by any means; or
B. attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or
C. access all or any part of the Software Services in order to build a product or service which competes with the Software Services;
D. subject to clause 19.10, 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;
E. attempt to obtain, or assist third parties in obtaining, access to the Software and/or Documentation, other than as provided under this clause 3; or
F. introduce or permit the introduction of, any Virus or Vulnerability into Sales Layer' network and information systems.

3.6. The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Software Services and, in the event of any such unauthorised access or use, promptly notify Sales Layer.

3.7. To enable Sales Layer to provide the Software Services, the Customer grants to Sales Layer a non-exclusive right and licence to copy, exploit, process, store, transmit and use the Customer Data solely to the extent necessary to provide the Software Services.

3.8. The Customer shall procure at its cost, install and maintain all required enabling software and third-party software required to access and use the Software Services. The Customer acknowledges that a failure to do so may impact its use of the Software Services.

4. Additional Services

4.1. The Customer may, from time to time during any Subscription Term, purchase additional services (connectors, SKUs, functionalities and User Subscriptions product functionality by submitting an Order Form to Sales Layer.

4.2. Sales Layer shall invoice the Customer for the additional services in accordance with the Order Form. In connection with the purchase of additional User Subscriptions, if any additional User Subscriptions are purchased by the Customer part way through the Initial Subscription Term or any Renewal Period (as applicable), such fees shall be pro-rated from the date of activation by Sales Layer for the remainder of the Initial Subscription Term or then current Renewal Period (as applicable).

5. Trial Services

5.1. If the Customer is using a free trial, a proof of concept version of the Software, a beta version of the Software, or using the Software Services on any other free-of-charge basis as specified in an Order Form including any related support services to the extent provided by Sales Layer in its sole discretion (collectively, "Trial Services"), Sales Layer makes such Trial Services available to the Customer until the earlier of:

A. the end of the free trial or proof of concept period or beta testing period as communicated by Sales Layer or specified in an Order Form;
B. the start date of any purchased version of such Software Services; or
C. written notice of termination from Sales Layer ("Trial Services Period"). Sales Layer grants the Customer, during the Trial Services Period, a non-exclusive, non-transferable right to access and use the Trial Services for Customer's internal evaluation purposes in accordance with the Documentation and subject to the access and use restrictions set forth in these terms. Customer is authorised to use Trial Services only for evaluation and not for any business or productive purposes, unless otherwise authorised by Sales Layer in writing. Any Customer Data entered into the Trial Services and any configurations made to the Trial Services by or for the Customer during the term of such Trial Services will be permanently lost unless the Customer:
    i. has purchased the Software Services as covered by the Trial Services; or Layer an amount equal to such underpayment as calculated in accordance with the prices set out in the Order Form.

ii. exports such data or configurations before the end of such free period.

5.2. There is no guarantee that features or functions of the Trial Services will be available, or if available will be the same, in the general release version of the Software Services.

5.3. Sales Layer will be under no obligation to provide the Customer any maintenance or support services with respect to the Trial Services. Notwithstanding anything to the contrary, Sales Layer provides the Trial Services “as is” and “as available” without any warranties or representations of any kind.

5.4. To the extent permitted by law, Sales Layer disclaims all implied warranties and representations, including, without limitation, any implied warranty of merchantability, fitness for a particular purpose and non-infringement.

5.5. The Customer assumes all risks and all costs associated with its use of the Trial Services. The Customer’s sole and exclusive remedy in case of any dissatisfaction or Sale Slayer’s breach of these terms with respect to such Trial Services is termination of the Trial Services. Any obligations on behalf of Sales Layer to indemnify, defend, or hold harmless under these terms are not applicable to the Customers using Trial Services.

6. Subscription Fees and Payments

6.1. Sales Layer shall invoice the Customer for the fees and charges (including the Subscription Fees) set out in an Order Form at the frequency specified in the Order Form. Any discounts granted by Sales Layer to the Customer shall not be applicable should the Customer breach (in the reasonable opinion of Sales Layer) any of these terms. The Customer acknowledges that Sales Layer may invoice for the Software Services each time the Customer:

A. purchases additional services (including connectors, SKUs, and features outside the services purchase in the Order Form);
B. increases the number of Authorised Users; or
C. otherwise alters its use of the Software Services such that additional amounts may be payable to Sales Layer.

6.2. Sales Layer will invoice the Customer for any disbursements incurred on its behalf duly approved by the Customer in advance.

6.3. If Sales Layer has not received payment within 30 days after the due date, and without prejudice to any other rights and remedies of Sales Layer:

A. Sales Layer may, without liability to the Customer, disable the Customer's password, account and access to all or part of the Software Services and Sales Layer shall be under no obligation to provide any or all of the Software Services while the invoice(s) concerned remain unpaid; and
B. interest shall accrue on a daily basis on such due amounts at an annual rate equal to 4% over the then current base lending rate of European Central Bank from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.

6.4. All amounts and fees stated or referred to in these terms or any Order Form:

A. are non-cancellable and non-refundable;
B. are exclusive of value added tax (if applicable), which shall be added to Sales Layer's invoice(s) at the appropriate rate.

6.5. If, at any time whilst using the Software Services, the Customer exceeds the amount of Library Space (DAM), Database and Monthly Transfer Storage set out in the Order Form, Sales Layer shall charge the Customer, and the Customer shall pay, Sales Layer's then current excess data storage fees notified by Sales Layer from time to time.

6.6. Sales Layer shall not increase the Subscription Fees during the Initial Term. On the renewal date, the annual fee shall be adjusted by applying, at most, the increase corresponding to the Harmonised Index of Consumer Prices (HICP) of the European Union, as published by Eurostat for the preceding calendar year.

6.7. Sales Layer reserves the right to suspend the Customer's access to the applicable Software Services upon 30 days' written notice to the Customer if:

A. an invoice is more than sixty (60) days past due; or
B. if there is an uncured material breach of these terms of the specific terms agreed between the parties in an Order Form. Sales Layer will promptly reinstate the

Customer's access and use of the Software Services once the issue has been resolved.

7. Software Services and SLA

7.1. Sales Layer shall, during the Subscription Term, provide the Software Services and make available the Documentation to the Customer on and subject to these terms and the Order Forms.

7.2. Sales Layer shall use commercially reasonable endeavours to make the Software Services available 24 hours a day, seven days a week, subject to any emergency or scheduled maintenance. Sales Layer shall use reasonable endeavours to give advance notice of any scheduled and emergency maintenance in accordance with the agreed SLA (as defined below).

7.3. Sales Layer shall be entitled, on reasonable notice to:

A. make changes to the Software Services to:
   i. improve, update or upgrade existing functionality or services;
   ii. introduce new functionality or services;
   iii. reflect changes to technology or market practice; or
   iv. (ensure that the Software Services remain compliant with all applicable laws, legal obligations or regulations.

B. apply bug fixes, upgrades, maintenance and other remedial action as is necessary to ensure the proper performance of the Software Services. This may include the addition and subtraction of features, at Sales Layer's absolute discretion. Where any features are removed from the Software Services, Sales Layer will use its reasonable endeavours to ensure this does not detract from the overall use and / or functioning of the Software Services.

7.4. The SLA is subject to the exclusions and limitations set out in these terms.

7.5. Sales Layer shall use reasonable endeavours to meet the SLA.

7.6. Sales Layer shall, subject always to these terms be liable for the service credits specified in the SLA for any failure of the Software Services to meet the SLA. Any service credits due to the Customer pursuant to this clause shall be automatically

credited to the Customer's account within a reasonable time after receipt from the Customer of a written and valid claim for service credits. The Customer acknowledges and agrees that service credits payable by Sales Layer pursuant to the SLA are its sole and exclusive remedy for Sales Layer's failure to meet the SLA.

7.7. Notwithstanding anything to the contrary in these terms, or the SLA, Sales Layer is not obliged to pay service credits where the failure to meet the SLA arises in connection with any of the following, or attempts to do any of the following:

A. denial of services attacks, hacking, malware, Viruses; or
B. errors or issues with the Customer's Data, the Customer's information technology systems or the Customer's acts or omissions (including the acts or omissions of its Authorised Users).

7.8. Sales Layer may, as part of the Software Services, provide the Customer with Sales Layer' standard customer support services in accordance with the SLA.

7.9. Both parties shall appoint a key account manager who will represent the entities to discuss the Software Services, resolve disputes and discuss any issues that arise in connection with the Software Services.

8. Warranties

8.1. Sales Layer will provide the Software Services in accordance with Good Industry Practice but it does not warrant that they will be uninterrupted or error-free.

8.2. The Customer warrants that the Customer Data will be error free and that Sales Layer will not be responsible for any loss suffered as a result of the data containing any errors, bugs or other defects.

8.3. All other conditions, warranties or other terms which might have effect between the parties or be implied or incorporated into these terms whether by statute, common law or otherwise, are hereby excluded, including the implied conditions, warranties or other terms as to satisfactory quality or fitness for purpose.

8.4. The Customer and Sales Layer have taken all necessary actions and have all requisite power and authority to enter into and perform this contract.

8.5. These terms constitute valid, legal and binding obligations on the Customer.

8.6. The agreement by the Customer to these terms and compliance with its terms shall not breach or constitute a default:

A. under the Customer's articles of association or other constitutional documents, or any other agreement or instrument to which the Customer is a party or by which the Customer is bound; or
B. of any order, judgment, decree or other restriction applicable to the Customer.

9. Sales Layer’s Obligations

9.1. Sales Layer:

A. does not warrant that:
   i. the Customer's use of the Software Services will be uninterrupted or error-free;
   ii. that the Software Services and/or the information obtained by the Customer through the Software Services will meet the Customer's requirements; or
   iii. the Software Services will be free from Vulnerabilities.
B. is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Software Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

9.2. These terms shall not prevent Sales Layer from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under these terms.

9.3. Sales Layer warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under these terms.

10. Customer's Obligations

10.1. The Customer shall:

A. provide Sales Layer with:
   i. all necessary co-operation in relation to these terms; and
   ii. all necessary access to such information as may be required by Sales Layer;

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

B. without affecting its other obligations under these terms, comply with all applicable laws and regulations with respect to its activities under these terms;
C. carry out all other Customer responsibilities set out in these terms in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, Sales Layer may adjust any agreed timetable or delivery schedule as reasonably necessary;
D. ensure that the Authorised Users use the Software Services and the Documentation in accordance with the terms and conditions of these terms and shall be responsible for any Authorised User's breach of these terms;
E. obtain and shall maintain all necessary licences, consents, and permissions necessary for Sales Layer, its contractors and agents to perform their obligations under these terms, including without limitation the Software Services;
F. ensure that its network and systems comply with any relevant specifications provided by Sales Layer from time to time; and
G. be, to the extent permitted by law and except as otherwise expressly provided in these terms, solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to Sales Layer' data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

11. Customer Data

11.1. The Customer shall own all right, title and interest in and to all of the Customer Data that is not personal data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Customer Data.

11.2. In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy against Sales Layer shall be for Sales Layer to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by Sales Layer in accordance with its archiving procedure. Sales Layer shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party (except those third parties sub-contracted by Sales Layer to perform services related to Customer Data maintenance and back-up for which it shall remain fully liable under clause 11.8).

11.3. Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 8 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

11.4. The parties acknowledge that:

A. if Sales Layer processes any personal data on the Customer's behalf when performing its obligations under these terms, the Customer is the controller and Sales Layer is the processor for the purposes of the Data Protection Legislation.
B. personal data will be transferred or stored outside the EEA or United Kingdom where the Customer is located outside of the EEA or United Kingdom.

11.5. Without prejudice to the generality of clause 11.3, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to Sales Layer for the duration and purposes of these terms so that Sales Layer may lawfully use, process and transfer the personal data in accordance with these terms on the Customer's behalf.

11.6. Without prejudice to the generality of clause 11.3, Sales Layer shall, in relation to any personal data processed in connection with the performance by Sales Layer of its obligations under these terms:

A. process that personal data only on the documented written instructions of the Customer unless Sales Layer is required by the laws of any member of the European Union or by the laws of the European Union applicable to Sales Layer and/or Domestic UK Law (where Domestic UK Law means the UK Data Protection Legislation and any other law that applies in the UK) to process personal data (Applicable Laws). Where Sales Layer is relying on Applicable Laws as the basis for processing personal data, Sales Layer shall promptly notify the Customer of

this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit Sales Layer from so notifying the Customer;

B. only transfer personal data outside of the EEA and the United Kingdom unless the following conditions are fulfilled:
    i. the Customer or Sales Layer has provided appropriate safeguards in relation to the transfer;
    ii. the data subject has enforceable rights and effective legal remedies;
    iii. Sales Layer complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and
    iv. Sales Layer complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the personal data;
C. assist the Customer, at the Customer's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
D. notify the Customer without undue delay on becoming aware of a personal data breach;
E. at the written direction of the Customer, delete or return personal data and copies thereof to the Customer on termination of the agreement between the parties unless required by Applicable Law to store the personal data (and for these purposes the term "delete" shall mean to put such data beyond use); and
F. maintain complete and accurate records and information to demonstrate its compliance with this clause 11 and immediately inform the Customer if, in the opinion of Sales Layer, an instruction infringes the Data Protection Legislation.

11.7. Each party shall ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the other party, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of

the technical and organisational measures adopted by it).

11.8. The Customer consents to Sales Layer appointing a third-party processor of personal data under these terms. As between the Customer and Sales Layer, Sales Layer shall remain fully liable for all acts or omissions of any third-party processor appointed at its discretion pursuant to this clause 11.8.

11.9. Either party may, at any time on not less than 30 days' notice, revise this clause 11 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment an Order Form).

11.10. As between Sales Layer and the Customer, the Customer is solely responsible for:

A. the content, quality and accuracy of Customer Data as made available by the Customer and by Authorised Users;
B. providing notice to Authorised Users with regards to how Customer Data will be collected and used for the purpose of the Software Services;
C. ensuring the Customer has a valid legal basis for processing the Customer Data and for sharing the Customer Data with Sales Layer (to the extent applicable); and
D. ensuring that the Customer Data as made available by the Customer complies with the Data Protection Legislation.
E. informing the users about the use of cookies and similar technologies on the website, describing their type, purpose, legal basis (i.e. consent), retention periods, and providing options for users to manage their cookie preferences, when using the Instant Catalog / Microsite service. In the same way, ensuring to implement and maintain a cookie consent banner on the website that complies with the requirements of the GDPR and the LSSI. This banner must allow the user to:
    - Accept all cookies.
    - Reject all non-essential cookies.
    - Configure their cookie preferences in a granular manner by category (such as analytics, personalisation, advertising...)

12. Security

12.1. Subject to clause 3.8, Sales Layer may use the Customer's Data;

A. in accordance with the Data Protection Legislation:
B. as Software Service statistics, which will not include personally identifiable information or information that identifies or would reasonably be expected to identify Customer;
C. to provide the Software Service and enforce its rights under these terms (it being understood and agreed that Customer's non-aggregated data will not be used or disclosed to any third party by Sales Layer (without Customer's prior written consent);
D. if and as required by court order, law or governmental or regulatory agency (after, if permitted, giving reasonable notice to Customer and using commercially reasonable efforts to provide Customer with the opportunity to seek a protective order or the equivalent (at Customer's expense).

12.2. The Customer will protect its passwords (including each Authorised User's username and password) and take full responsibility for the Customer's own, and third party, use of the Customer's accounts. Customer will notify Sales Layer immediately upon learning of any unauthorised use of the Customer's account or any other breach of security.

13. Confidentiality

13.1. Each party may be given access to Confidential Information from the other party in order to perform its obligations under these terms. A party's Confidential Information shall not be deemed to include information that:

A. is or becomes publicly known other than through any act or omission of the receiving party;
B. was in the other party's lawful possession before the disclosure;
C. is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or
D. is independently developed by the receiving party, which independent development can be shown by written evidence.

13.2. Subject to clause 13.4, each party shall hold the other's Confidential Information in confidence and not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of these terms.

13.3. Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of these terms.

13.4. A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 13.4, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.

13.5. The Customer acknowledges that details of the Software Services, and the results of any performance tests of the Services, constitute Sales Layer' Confidential Information.

13.6. Sales Layer acknowledges that the Customer Data is the Confidential Information of the Customer.

13.7. The above provisions of this clause 13 shall survive termination of the agreement between the parties, however arising.

14. Intellectual Property Rights

14.1. The Customer acknowledges that all Intellectual Property Rights in the Software Services belong and shall belong to Sales Layer or the relevant third-party owners (as the case may be), and the Customer shall have no rights under or in, any 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 or the Documentation, other than the right to use them in accordance with these terms.

14.2. Sales Layer confirms that it has all the rights in relation to the Software Services that are necessary to grant all the rights it purports to grant under, and in accordance with these terms.

14.3. Sales Layer undertakes at its own expense to defend the Customer or, at its option, settle any claim or action brought against the Customer alleging that the possession or use of the Software Services (or any part thereof) in accordance with these terms infringes the Intellectual Property Rights of a third party (each a "Claim") and shall be responsible for any reasonable losses, damages, costs (including legal fees) and expenses incurred by or awarded against the Customer as a result of or in connection with any such Claim. This clause 14.3 shall not apply where the Claim in question is attributable to use of the Software Services (or any part thereof) by the Customer other than in accordance with these terms.

14.4. If any third party makes a Claim, or notifies an intention to make a Claim against the Customer, Sales Layer's obligations under clause 14.3 are conditional on the Customer:

A. as soon as reasonably practicable, giving written notice of the Claim to Sales Layer, specifying the nature of the Claim in reasonable detail;
B. providing reasonable co-operation to Sales Layer in the defence and settlement of the Claim, at Sales Layer's expense;
C. giving Sales Layer sole authority to defend or settle the Claim;
D. not making any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of Sales Layer (such consent not to be unreasonably conditioned, withheld or delayed);
E. giving Sales Layer 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 Customer, so as to enable Sales Layer and its professional advisers to examine them and to take copies (at Sales Layer's expense) for the purpose of assessing the Claim; and
F. taking such action (at Sales Layer's reasonable expense) as Sales Layer may reasonably request to avoid, dispute, compromise or defend the Claim.

14.5. If any Claim is made, or in Sales Layer's reasonable opinion is likely to be made, against the Customer, Sales Layer may at its sole option and expense:

A. procure for the Customer the right to continue to use the Software Services or (or the relevant part thereof) in accordance with these terms;
B. modify the Software Services (as applicable) so that it or they cease to be infringing;
C. update the Software Services with non-infringing services; or
D. terminate the agreement between the parties immediately by notice in writing to the Customer and refund any pre-paid Subscription Fees as at the date of termination,

provided that if Sales Layer modifies or replaces the Software Services the modified or replacement Software Services must comply with the requirements set out in these terms.

14.6. In no event shall Sales Layer, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on:

A. a modification of the Software Services or Documentation by anyone other than Sales Layer; or
B. the Customer's use of the Software Services or Documentation in a manner contrary to the instructions given to the Customer by Sales Layer; or
C. the Customer's use of the Software Services or Documentation after notice of the alleged or actual infringement from Sales Layer or any appropriate authority.

14.7. The Customer shall defend, indemnify and hold harmless Sales Layer against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Customer's use of the Services and/or Documentation, provided that:

A. the Customer is given prompt notice of any such claim;
B. Sales Layer provides reasonable co-operation to the Customer in the defence and settlement of such claim, at the Customer's expense; and
C. the Customer is given sole authority to defend or settle the claim.

14.8. This clause 14 constitutes the Customer's exclusive remedy and Sales Layer's only liability in respect of Claims.

15. Limitation of Liability

15.1. Except as expressly and specifically provided in these terms:

A. the Customer assumes sole responsibility for results obtained from the use of the Software Services and the Documentation by the Customer, and for conclusions drawn from such use. Sales Layer shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Sales Layer by the Customer in connection with the Software Services, the Additional Services or any actions taken by Sales Layer at the Customer's direction;
B. all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from these terms; and
C. the Services, the Additional Services and the Documentation are provided to the Customer on an "as is" basis.

15.2. Nothing in these terms shall limit or exclude the liability of either party for:

A. Death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
B. Fraud or fraudulent misrepresentation; or
C. Any matter for which it would be unlawful to exclude or restrict liability.

15.3. Subject to clause 15.1 and 15.2 above:

A. Sales Layer shall not under any circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for:
    i. any loss of profit, sales, revenue, or business;
    ii. loss of anticipated savings;
    iii. loss of or damage to goodwill;
    iv. loss of agreements or contacts;
    v. loss of use or corruption of software, Customer Data, other data or information;
    vi. any loss arising out of the lawful termination of the agreement between the parties or any decision not to renew its term, or

vii. any special, or indirect or consequential loss, costs, damages, charges, or expenses howsoever arising under these terms or consequence of any act or omission of the party in question.

B. The total liability of Sales Layer to the Customer for all other loss or damage arising under or in connection with these terms, the Services and the Additional Services, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the annual value of the Subscription Fees due by the Customer to Sales Layer under these terms and any Order From in the year in which the liability is incurred.

15.4. Neither party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.

15.5. The Customer hereby undertakes to hold Sales Layer harmless against all damage, loss or expense arising from liabilities originated by the Customer's acts or omissions in connection with the Software Services and the Additional Services.

16. Term and Termination

16.1. These terms are effective from the Commencement Date and continue for the Initial Subscription Term and, thereafter, these terms shall be automatically renewed in accordance with the terms of the Order Form. If it is not specified in the Order Form, these terms shall automatically renew for successive periods of 12 months ("Renewal Period").

16.2. The agreement between the parties may be terminated as follows:

A. following the Initial Subscription Period, either party may terminate these terms and any Order Form by notifying the other party, in writing, at least 1 month before the end of the Initial Subscription Term or any Renewal Period, in which case these terms shall cease to apply on the expiry of the applicable Initial Subscription Term or Renewal Period; or

B. otherwise terminated in accordance with the provisions of these terms.

16.3. Any notice to terminate in accordance with clause 16 must follow the procedure for notices set out in clause 19.8.

16.4. Without affecting any other right or remedy available to it, either party may terminate these applicability of these terms and the Order Forms with immediate effect by giving written notice to the other party if

A. the other party takes or has taken against it any step or action in connection with its entering into administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business.

17. Consequences of termination

17.1. Termination of the agreement between the parties shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages for any breach of these terms or the specific terms agreed between the parties in an Order Form which existed at or before the date of termination.

17.2. On termination of the agreement between the parties;

A. the Customer shall cease to use the Software Services;
B. the Customer shall have no claim against Sales Layer for indemnification or compensation, whether for loss of income, loss of agency rights, loss of goodwill or any analogous loss;
C. all licences granted under these terms or an Order Form shall immediately terminate and the Customer shall immediately cease all use of the Software Services and/or the Documentation;
D. each party shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party;
E. Sales Layer may destroy or otherwise dispose of any of the Customer Data in its possession in accordance with clause 11.6(e), unless Sales Layer receives, no later than ten days after the effective date of the termination of these terms, a written request for the delivery to the Customer of the then most recent back-up of the Customer Data. Sales Layer shall use reasonable commercial endeavours

to deliver the back-up to the Customer within 30 days of its receipt of such a written request, provided that the Customer has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). The Customer shall pay all reasonable expenses incurred by Sales Layer in returning or disposing of Customer Data.

F. each party shall within thirty (30) days after written request return or destroy any tangible Confidential Information of the other party within its possession or control that is not contained on the Software Services; and

G. any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of these terms which existed at or before the date of termination shall not be affected or prejudiced.

18. Compliance with Law and Policies

18.1. In performing its obligations under these terms and any specific terms agreed by the parties in an Order Form, each party shall comply, at its own expense, with all laws and regulations relating to its activities under these terms, as they may change from time to time, and with any conditions binding on it in any applicable licences, registrations, permits and approvals.

18.2. Both parties shall use all reasonable endeavours to implement changes to the Software Services required as a result of any changes from time to time in force to the any applicable law.

19. General

19.1. **Force majeure**. Neither party shall be in breach of these terms or, the specific terms agreed by the parties under an Order Form, nor liable for delay in performing, or failure to perform, any of its obligations under those terms if that delay or failure result from events, circumstances or causes beyond its reasonable control , including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of Sales Layer or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, epidemics and pandemics, storm or default of Sales Layers or sub-contractors. If the period of delay or non-performance continues for 8 weeks, the party not affected may terminate the

agreement between the parties by giving 30 days' written notice to the affected party.

19.2. **Confidentiality**. Each party undertakes that it shall not at any time during the applicability of these terms, and for a period of five years after termination of the agreement between the parties disclose to any person any confidential information concerning the business, affairs, customers, clients or Sales Layers of the other party.

Each party may disclose the other party's confidential information:

A. to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under these terms or the specific terms agreed between the parties under an Order Form; and
B. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under these terms or the specific terms agreed by the parties under an Order Form.

19.3. **Conflicts**. If there is any conflict or inconsistency, the following order of priority shall apply such that a term contained in a higher document on the list shall take precedence over a term contained in a lower document on the list:

A. the Order Form;
B. the SLA; and
C. these terms.

Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under these terms or the specific terms agreed by the parties under an Order Form.

19.4. **Entire agreement**. These terms and the specific terms agreed between the parties constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral.

Each party agrees that it shall have no remedies for any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in

these terms or the specific terms agreed between the parties sin an Order Form. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these terms.

19.5. **Variation**. No variation of the agreement between the parties shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

19.6. **Waiver**. No failure or delay by any party to exercise any right or remedy provided under this Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

19.7. **Severance**. If any provision or part-provision of these terms is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the terms.

19.8. **Notices**. Any notice required to be given under these terms shall be in writing and shall be delivered by email to the email address notified to each party by the other parties from time to time, which shall be deemed received at the time of transmission, subject to there being no automatically generated bounce back or failed delivery report.

19.9. **Third party rights**. No one other than a party to these terms or an Order Form, their successors and permitted assignees, shall have any right to enforce any of its terms.

19.10. **Assignment**. No party, without the prior written consent of the other party, may assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under these terms.

19.11. **Governing law and jurisdiction**. These terms, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with, the law of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales to settle any dispute or claim arising out of or in connection with these terms or an Order Form or its subject matter or formation.

Schedule 1 – Definitions and Interpretation

Authorised Users: those employees, agents, clients, providers and independent contractors of the Customer who are authorised by the Customer 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.

Commencement Date: the date the date specified in the Order Form.
Confidential Information: information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 13.5 or clause 13.6.

Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical and organisational measures: as defined in the Data Protection Legislation.

Customer Data: the data inputted by the Customer, Authorised Users, or Sales Layer on the Customer's behalf for the purpose of using the Services or facilitating the Customer's use of the Services.

Data Protection Legislation: the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party.

Documentation: the documents, made available to the Customer by Sales Layer online via http://www.saleslayer.com or such other web address notified by Sales Layer to the Customer from time to time which sets out a description of the Software Services and the user instructions for the Software Services.

Good Industry Practice: in relation to any undertaking and any circumstances, means the exercise of that degree of professionalism, skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled person or company engaged in the same type of activity under the same or similar circumstances.

Initial Subscription Period: 12 months from Commencement Date.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and related rights, trademarks and service marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, and all applications for (and rights to apply for and be granted), renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world.
Normal Business Hours: 9.00 am to 5.00 pm local UK time, each Business Day or any other Normal Business Hours specified in the Order Form.

Order Form: a written order form, signed by both parties, detailing:

- the Software Services to be provided by Sales Layer;
- the Subscription Fees and any other amounts due and payable by the Customer;
- any other commercial terms agreed by the parties relating to the Software Services and the SLA;
- any other documents or terms applicable to the Software Services to be provided pursuant to that Order Form; and
- any amendments to these terms agreed by the Customer and Sales Layer.

Renewal Period: the period described in clause 16.1.

SLA: the service level agreement applicable to these terms which are available at www.saleslayer.com/SLA.

Software: any software that is supplied to the Customer as part of the Software Services, including all revised versions and updates.

Software Services: the software services provided by Sales Layer to the Customer under these terms and the Order Form as specifically described in the supporting Documentation.

Subscription Term: the Initial Subscription Period together with any subsequent Renewal Periods.

Subscription Fees: As set out in the Order Form.

UK Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

User Subscriptions: the user subscriptions purchased by the Customer pursuant to these terms which entitle Authorised Users to access and use the Software Services and the Documentation in accordance with these terms and the Order Form.
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.

Vulnerability: a weakness in the computational logic (for example, code) found in software and hardware components that when exploited, results in a negative impact to the confidentiality, integrity, or availability, and the term "Vulnerabilities" shall be construed accordingly.

Further Interpretation:

A. a reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
B. a reference to writing or written includes emails;
C. any approval or consent required under these terms shall not be unreasonably withheld or delayed, unless stated otherwise;
D. the schedules form part of these terms and shall have effect as if set out in full in the body of these terms.