

MASTER SERVICES AGREEMENT (SOFTWARE-AS-A-SERVICE)

1 DEFINITIONS AND INTERPRETATION

1.1 The following definitions and rules of interpretation apply in this Master Services Agreement. Any defined terms used in an Order Form which are not defined in this clause 1.1 shall be as defined in that Order Form.

“Account”	means the Customer’s authorised account(s) to access and use the Platform and any Product.
“Account Information”	means passwords, usernames and any other information related to the Account.
“Additional Fees”	means the fees for Additional Services, as set out in the Order Form or agreed between the Parties from time to time, subject always to clause 6 of this MSA.
“Additional Services”	means additional services, capabilities or functionalities that the Customer may request as part of a Service or in addition to any Service, and for which Additional Fees are payable. Additional Services include: <ul style="list-style-type: none"> - migration of Customer Data into a Product from any existing or legacy system, software or records owned or managed by the Customer; - access to and use of any Product API; - test site(s) for a Product (where available); - single sign-on (SSO) capabilities for Users to access the Platform; - any additional implementation, training, development and/or consulting services required or requested by the Customer.
“Admin User”	means a User identified by the Customer as having administrator privileges in respect of the Service. Admin Users may add new Users and change the login and password details of existing Users. For each Service, the Customer shall be allocated the number of Admin Users detailed in the Order Form.
“AI Technology”	means any artificial intelligence capability or functionality included in any Product;
“Annual Fees”	means the annual fees payable by the Customer for the Service. Annual Fees for the first Contract Year are set out in the Order Form, subject always to clause 6 of this MSA.
“API Documentation”	means any Documentation issued by Infonetica from time to time relating to the Customer’s access to and use of a Product API.
“Authentication Option”	means the process of verifying a User before allowing access to the Platform or any Product, as chosen by the Customer and set out in the Order Form.
“Confidential Information”	means all information that is proprietary or confidential to a Party, whether or not stated to be confidential or marked as such, however, and in whatever form, disclosed (whether in writing, orally or otherwise) including: (a) the terms of this Contract; (b) all confidential or proprietary information relating to the: (i) business, finances, affairs, management, customers, clients, suppliers, plans, intentions, marketing or market opportunities of the disclosing Party; and (ii) operations, processes, product information, know-how, technical information, designs, trade secrets, technology or software of the disclosing Party; and (c) any other information that is identified as being of a confidential or proprietary nature or which a reasonable person would consider being of a confidential nature. For the purposes of this definition, all aspects of the Service and any Product API made available to the Customer, but excluding any Customer Data, is considered to be Infonetica’s Confidential Information. Customer Data is considered to be the Customer’s Confidential Information.
“Consumer Price Index” or “CPI”	means the monthly consumer price index in the Infonetica Territory. The CPI calculation month shall be the month six (6) months prior to the applicable invoicing month (to account for any delays in CPI data being published). Where the applicable CPI is negative, the CPI amount shall be 0%.
“Contract”	means the contract between Infonetica and the Customer comprising of this Master Services Agreement, the SLA and any agreed Order Form(s).
“Contract Year”	means any 12-month period during which the Contract is in force. Each Contract Year commences on the Effective Date or any subsequent anniversary of the Effective Date, as applicable.

“Contributor”	means a third party who has supplied or licensed software, functionality, content and/or other information or services to Infonetica which are contained or included within the Service.
“Customer”	means the individual, company, partnership, trust, joint venture, association, charity, foundation, educational establishment, government or local authority department or other authority or body (whether corporate or unincorporated) with whom Infonetica contracts under this MSA. The details of the Customer are set out in an Order Form.
“Customer Data”	means the data, information or documentation inputted, added or uploaded into a Product by the Customer or the Users for the purpose of, or as a consequence of, using the Product.
“Customer Territory”	means the country, territory and/or state in which the Customer is located, as set out in the Order Form.
“Customer Working Day”	means Monday to Friday excluding public holidays in the Customer Territory.
“Data Protection Jurisdiction”	means the United Kingdom, unless stated otherwise in the Special Terms section of an Order Form.
“Data Protection Laws”	means: (a) the UK GDPR (which brought the EU’s General Data Protection Regulation ((EU) 2016/679) into UK national law via the European Union (Withdrawal) Act 2018); (ii) the Data Protection Act 2018; and (iii) all laws and regulations applicable in the United Kingdom relating to the processing of personal data (defined in the UK GDPR) and privacy; or (b) only where the Special Terms of an Order Form confirms an alternative data protection jurisdiction which is not the United Kingdom, the laws and regulations which relate to the processing of personal data (or equivalent) and privacy which are applicable in the state and/or country identified in the Special Terms.
“Day Rates”	means the day rates applicable from time to time for Infonetica’s trainers, consultants, customer service staff and/or developers.
“Documentation”	means any document(s), content(s) or material(s) made available to the Customer by Infonetica, and which may be updated or modified by Infonetica from time to time, which relate to the use of a Service or any components thereof.
“Downtime Service Credit”	means the credit to be applied to future Annual Fees when the Service Availability Target is not met, as calculated in accordance with the provisions of the SLA.
“Effective Date”	means the date this Contract commences, which shall be the earlier of: (a) the date on which the (first) Order Form is signed by the Parties; or (b) the Start Date of the (first) Order Form agreed between the Parties.
“Force Majeure Event”	has the meaning given to it in clause 15.1 of this MSA.
“FOIA”	means: (a) the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 and any similar or analogous legislation in the Customer Territory; and/or (b) any regulations or codes of practice that apply to the Customer in relation to public access to, or mandatory reporting on: (i) governmental, public bodies’ or charities’ information; (ii) the discharge of public authorities’ functions; and/or (iii) supplier engagement(s), and particularly in relation to the disclosure of pricing or commercially sensitive information.
“Hosting Provider”	means the third-party hosting provider engaged by Infonetica to provide the Hosting Service.
“Hosting Service”	means the Platform and Product (and their contents) hosting service.
“Implementation Fees”	means, if applicable to a Service, the implementation fees payable by the Customer as set out in the Order Form, subject always to clause 6 of this MSA.
“Inappropriate Content”	has the meaning given to it in clause 9.2 of this MSA.
“Infonetica”	means: (a) Infonetica Limited, a limited liability company incorporated in England and Wales with registration number 04503405 with its registered office at The Civic Centre, High Street, Esher, Surrey, England, KT10 9SD; or

	(b) any branch, group, affiliate, subsidiary or holding company of Infonetica which is registered and/or located in the Infonetica Territory.
“Infonetica Territory”	means the location of the Infonetica branch or entity which is managing the Contract for the Customer, as set out in the Order Form. If the Infonetica Territory is not stated in the Order Form, the Infonetica Territory shall be England, United Kingdom.
“Initial Term”	means the initial duration of any Order Form agreed between the Parties. The Initial Term starts on the Start Date.
“Insolvency Event”	a Party is Insolvent where any of the following occur: (a) it suspends, or threatens to suspend, payment of its debts, is unable to pay its debts as they fall due, admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; (b) it commences negotiations with all, or any class of, its creditors with a view to rescheduling any of its debts, or makes a proposal for, or enters into any compromise or arrangement with, its creditors other than for the sole purpose of a scheme for a solvent amalgamation of the affected Party with one or more other companies, or the solvent reconstruction of the affected Party; (c) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or on connection with the winding up of the affected Party other than for the sole purpose of a scheme for a solvent amalgamation of the affected Party with one or more other companies, or the solvent reconstruction of the affected party; (d) an application is made to court, or an order is made, for the appointment of an administrator, a notice of intention to appoint an administrator is given, or an administrator is appointed over the affected Party; (e) a floating charge holder over the assets of the affected Party has become entitled to appoint, or has appointed, an administrative receiver; (f) a person becomes entitled to appoint a receiver over the assets of the affected Party, or a receiver is appointed over the assets of the affected Party; (g) a creditor or encumbrancer of the affected Party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days; (h) any event occurs, or proceeding is taken, with respect to the affected Party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in (a) to (g); or (i) it suspends or ceases, or threatens to suspend or cease, all or a substantial part of its business.
“Intellectual Property Rights”	means: (a) patents, utility models, supplementary protection certificates, petty patents, rights in trade secrets and other confidential or undisclosed information (such as inventions (whether patentable or not) or know how) registered designs, rights in copyright, "moral" rights, database rights, design rights, semiconductor topography rights, mask work rights, trademarks and service marks; (b) all registrations or applications to register any of the items referred to in section (a) above; and (c) all rights in the nature of any of the items referred to in sections (a) or (b) above, including continuations, continuations in part and divisional applications, reputation, personality or image, trade names, business names, brand names, get up, logos, domain names and URLs, rights in unfair competition and, without prejudice to anything set out elsewhere in this definition, rights to sue for passing off and all rights having equivalent or similar effect to, and the right to apply for any of, the rights referred to in this definition in any jurisdiction;
“IP Claim”	means any claim made by a third party against the Customer or Infonetica that the Service, or any part or component thereof, infringes that third party’s Intellectual Property Rights;
“Licence”	means the licence granted to the Customer to access and use the Service as set out in clause 4.1.
“Losses”	means all direct losses, liabilities, damages, costs, fines, charges, claims, demands, actions, proceedings, orders, assessments, and expenses (including management time, professional advice and fees, and reasonable legal fees), legal disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties.

“Master Services Agreement” or “MSA”	means the terms and conditions set out in this document titled “Master Services Agreement”.
“Maximum Allocation(s)”	means the maximum number or usage of certain variables that relate to a Product and form part of the Annual Fees. The Maximum Allocations are set out in the Order Form relating to the applicable Product. Any increases to the Maximum Allocation(s) will result in additional Annual Fees being payable in accordance with clauses 6.6 and 6.7 of this MSA.
“Native Format”	means the format used by Infonetica to natively store and manage the Customer Data within the Software, which may be, depending on the Service: (a) a JSON file; (b) an archive with document(s); (c) a Microsoft SQL .bak file; and/or (d) files in other industry-standard file formats.
“Order Form”	means the document detailing the nature and scope of a Service and/or any Additional Services (if applicable), including the relevant Service Fees. Each Order Form is governed by and construed in accordance with this MSA.
“Organisational Unit”	means: (a) the entity, division, department or organisational unit of the Customer which may access or use the Product as set out in the Order Form; or (b) where no such Organisational Unit is set out in the Order Form, or is not required for the Service, the Customer.
“Output”	has the meaning given to it in clause 12.4.
“Party”	means either Infonetica or the Customer and “Parties” means both of them.
“Permitted Purpose”	means, in relation to any Product, the stated purpose for which the Product may be used, as provided to the Customer in any Documentation issued by Infonetica to the Customer, or as set out in an Order Form, or as notified to the Customer from time to time. The Customer is responsible for ensuring it and its Users access and use the Product only for the Permitted Purpose.
“Platform”	means Infonetica’s Research Flow platform, through which the Customer and Users may access and use the Product(s).
“Product”	means any software product provided by Infonetica, whether or not within the Platform, as referenced in an Order Form, and includes all Revisions.
“Product API”	means the Application Programming Interface functionality for a particular Product. An Application Programming Interface (API) is a set of protocols which allows different systems and applications to communicate with each other and share data and functionality.
“Purchase Order”	has the meaning given to it in clause 6.2.
“Renewal Term”	has the meaning given to it in clause 14.2.2.
“Representative(s)”	means, in relation to a Party, its officers, directors, employees, agents, representatives, advisors, sub-contractors and suppliers.
“Requested Enhancements”	has the meaning given to it in clause 3.3.
“Revision”	means a particular version of a Product as released by Infonetica from time to time, often described in terms of a major revision number, minor revision number, and a build number. Revisions may include updates, upgrades and bug fixes.
“Reviewer User”	means, where applicable to a Product, the Users who review applications or projects submitted by Submission Users via or using a particular Product.
“Service”	means any or all of the following: (a) any implementation-related services for a particular Product, together with any implementation-related Documentation which is provided or made accessible to the Customer; (b) access to and use of the Platform and/or a particular Product (as referenced in an Order Form), together with any Documentation which is provided or made accessible to the Customer to support or assist its use of the Platform; (c) any training services or training-related Documentation relating to a Product which is provided or made accessible to the Customer; and/or

	(d) any Additional Services purchased by the Customer relating to a particular Product.
“Service Fees”	means any and all fees and charges (plus applicable taxes) payable by the Customer under this Contract.
“Service Level Agreement” or “SLA”	means Infonetica’s standard Service Level Agreement as it is updated from time to time by Infonetica, available at: https://www.infonetica.net/policies/service-level-agreement .
“Software”	means the software used in or for the provision of the Platform and any Product(s).
“Standard Working Hours”	means the hours of 09:00 to 17:00 on Working Days.
“Start Date”	means the date that a particular Order Form shall commence, as set out in the applicable Order Form.
“Submission Users”	means, where applicable to a Product, Users who are allowed to set up and/or submit applications or projects within a Product, but cannot review or approve such applications or projects.
“Suggestions”	means all comments, suggestions, ideas, graphics, questions or other information submitted by the Customer to Infonetica relating to the Platform or any Product(s).
“Term”	the term of the Contract.
“Usage Information”	has the meaning given to it in clause 7.4.
“Users”	means the users authorised by the Customer to access and use the Service and includes any subset of Users, such as Submission Users, Reviewer Users and Admin Users.
“Virus”	means any thing or device (including any software, code, file or programme) which may: (a) prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or any other service or device; (b) 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 (c) adversely affect the user experience, including worms, trojan horses, viruses and or any other self-propagating or other such program or other similar things or devices.
“Working Days”	means Monday to Friday excluding public holidays in the Infonetica Territory.

- 1.2 A reference to a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.3 A reference to a particular law is a reference to it as it is in force for the time being, taking account of any amendment, extension, application or re-enactment, and includes any subordinate legislation for the time being in force made under it.
- 1.4 Words in the singular include the plural and in the plural include the singular.
- 1.5 A reference to one gender includes a reference to any other gender.
- 1.6 Headings do not affect the interpretation of this Contract.
- 1.7 In this Contract any phrase introduced by the words “including”, “include”, “in particular” or any similar expression, is to be construed as illustrative only and is not to be construed as limiting the generality of any preceding words.
- 1.8 References to:
- 1.8.1 clauses are to the clauses in this MSA;
 - 1.8.2 paragraphs are to the paragraphs in the SLA; and
 - 1.8.3 sections are to the sections of an Order Form.

2 THE CONTRACT

- 2.1 This Master Services Agreement establishes an overarching contractual framework for the Customer's access to and use of any Product. The provisions of this MSA shall govern all Order Form(s) entered into by the Parties.
- 2.2 Each time the Customer wishes to purchase access to a Product, the Parties shall agree an Order Form for that Product.
- 2.3 In the event of any conflict or incompatibility between the documents that form the Contract between the Parties, then the term in the highest listed document below shall take precedence:
- 2.3.1 the SLA;
 - 2.3.2 the Special Terms section of the Order Form (for that Product only);
 - 2.3.3 the terms and conditions in this MSA; and
 - 2.3.4 the remaining sections of the Order Form (for that Product only).
- 2.4 This Master Services Agreement shall apply to the exclusion of, and shall prevail over, any standard terms and conditions contained in or referred to in any documentation submitted by the Customer, or in any correspondence or elsewhere or implied by trade custom, practice or any course of dealing.

3 THE SERVICE

- 3.1 Infonetica shall:
- 3.1.1 provide the Customer with access to and use of the Service in accordance with the terms of this Contract; and
 - 3.1.2 provide the Service with reasonable skill and care.
- 3.2 Where the Order Form provides for any implementation or training activities to be provided by Infonetica (usually expressed as a defined number of consultancy days to be allocated to such activities), such activities must be completed and all allocated consultancy days used within the first 12 months of the Start Date. Any consultancy days allocated for implementation or training which are not fully used within the first 12 months of the Start Date will be lost.
- 3.3 The Customer acknowledges that any requests by the Customer for additional scope, capability, customisation or functionality of the Platform or any Product ("**Requested Enhancements**") are expressly subject to the following:
- 3.3.1 nothing in this Contract shall require Infonetica to accommodate, perform or deliver any Requested Enhancements which are not: (a) available within the existing and native capability of the Platform or Product (as applicable); and (b) aligned with Infonetica's intended development roadmap and evolution for the Platform or Product (as applicable); and
 - 3.3.2 the timescales for implementing any Requested Enhancements are at the discretion of Infonetica, according to the intended development roadmap and evolution for the Platform or Product (as applicable); and
 - 3.3.3 any Requested Enhancements that Infonetica agrees to implement shall be applied as part of and during a planned Revision, unless and to the extent that the Customer has paid to expedite the Requested Enhancements as an Additional Service.

4 RESTRICTED LICENCE

- 4.1 Subject to the terms of this Contract, Infonetica hereby grants to the Organisational Unit of the Customer a non-exclusive, revocable, non-transferable, non-sublicensable licence to access and use the Service (and where applicable the Product API) in accordance with the Contract (the "**Licence**").
- 4.2 All rights not expressly granted to the Customer are hereby reserved by Infonetica and the respective Contributor. Infonetica and each Contributor may assert and enforce the provisions of this Contract directly on its own behalf.

- 4.3 Prior to providing Users with access to the Service, the Customer shall ensure that all Users are aware of the terms of the Contract and any other terms relating to the Service notified to the Customer by Infonetica.
- 4.4 The Customer shall, and shall procure that its Users shall, keep its or their Account Information confidential, and that the Product is accessed only by Users using their own Account Information, and shall not knowingly allow any Account Information to be used by more than one User.
- 4.5 The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Service and any Product API, and, in the event of any such unauthorised access or use, promptly notify Infonetica.
- 4.6 The Licence entitles the Customer to the Maximum Allocations for each Product, as set out in an Order Form. If the Customer exceeds or wishes to increase the Maximum Allocations for any Product during the Initial Term or any Renewal Term, such increase shall be subject to additional Annual Fees in accordance with clauses 6.6 and 6.7.
- 4.7 The Customer shall use the Product only in:
- 4.7.1 connection with the Customer's own internal business purposes; and
 - 4.7.2 combination with data originating from the Organisational Unit.
- 4.8 Except to the extent such activities cannot be excluded by law, the Customer shall not, and shall procure that any User shall not:
- 4.8.1 attempt to copy, modify, adapt, edit, abstract, duplicate, create derivative works from, store, archive, frame, mirror, reproduce, publish, republish, transmit or download any part of the Service;
 - 4.8.2 license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit the Service, or any parts thereof;
 - 4.8.3 interfere in any way, whether wilfully or negligently, whether by action or omission, with the functionality or accessibility of the Platform or Product;
 - 4.8.4 attempt to de-compile, reverse compile, disassemble, reverse engineer, extract the source code from, or otherwise reduce to human-perceivable form, any part of the Platform or Product;
 - 4.8.5 attempt to interfere with, compromise the system integrity or security of, or decipher any transmissions to or from, the Platform or Product;
 - 4.8.6 use the Service in any other way than: (a) for its Permitted Purpose; (b) in accordance with the terms of the Contract; and (c) in accordance with any Documentation, training, manuals or instructions issued from time to time by Infonetica;
 - 4.8.7 access all or any part of the Service in order to build a product or service which competes with the Service;
 - 4.8.8 provide the Service as part of an outsourced service to third parties;
 - 4.8.9 make the Service available in any way, or allow or attempt to allow any third party to access or view, or assist any third party in obtaining access to, the Service or any part of the Product or Platform functionality (including any actual or contemplated replacement service provider to Infonetica); or
 - 4.8.10 combine, merge or otherwise permit the Platform or Product (or any parts of them) to become incorporated in any other program, nor arrange or create derivative works based on it or them.
- 4.9 Where the Customer has requested access to and use of any Product API, the Licence granted in clause 4.1 applies to the Product API as well as the Service, and all restrictions set out in this clause 4 pertaining the Licence applies to the Customer's access to and use of the Product API as well as to the Service. In particular the restrictions in clause 4.8 shall apply to the Customer's use of the Product API, and all references in clause 4.8 to the Service, Software, Platform and/or Product shall be deemed to include the Product API.
- 4.10 The restrictions set out in this clause 4 shall specifically extend to any penetration or similar testing, whether automated or manual, designed to find security vulnerabilities of the Software, that may be undertaken by the Customer or any nominated third party of the Customer. The Customer acknowledges that such testing could expose confidential information and/or data (whether personal data or not) within the Software relating to other customers of Infonetica, and that in order to safeguard and protect such confidential information and

data, the Customer warrants that it shall not, directly or indirectly, carry out such testing without the prior written consent of Infonetica. A nominated security contact of the Customer shall, upon request, be provided with a summary of the latest penetration tests conducted by a third party on Infonetica's behalf.

- 4.11 If the Customer or a User breaches this Contract, or Infonetica reasonably believes that the Customer or a User has breached this Contract, and the breach could result in Losses to Infonetica or the Customer, or could adversely affect the integrity, operation or security of the Customer Data and/or the Software, Infonetica may suspend access to the Software to the Customer or any User by blocking the IP address(es) of the Customer or such Users.
- 4.12 While Infonetica shall attempt to contact the Customer's Admin User(s) prior to suspension as contemplated in clause 4.11, the Customer acknowledges that time may be of the essence in relation to mitigating potential Losses and/or preserving the integrity, operation and security of the Customer Data and/or the Software, and therefore Infonetica may apply the suspension without prior notification. In all circumstances, Infonetica shall notify the Customer after suspension has taken place.

5 CUSTOMER OBLIGATIONS

- 5.1 The Customer shall:
- 5.1.1 provide Infonetica with all necessary: (a) co-operation in relation to this Contract; and (b) access to such information as may be required by Infonetica, in order for Infonetica to provide the Service;
 - 5.1.2 comply with all applicable laws and regulations with respect to its activities under this Contract;
 - 5.1.3 carry out all other obligations of the Customer set out in this Contract 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, Infonetica may adjust any agreed timetable or delivery schedule as reasonably necessary and the Customer acknowledges that additional Service Fees may be payable in accordance with clause 6.5;
 - 5.1.4 ensure that the Users use the Service in accordance with the terms of this Contract and shall be responsible for any User's breach of this Contract;
 - 5.1.5 ensure that its network, software and systems comply with any relevant specifications provided by Infonetica from time to time; and
 - 5.1.6 obtain and shall maintain all necessary licences, consents, and permissions necessary for Infonetica, its contractors and agents to perform their obligations under this Contract.

6 FEES AND PAYMENT

- 6.1 In consideration of Infonetica granting the Licence to the Customer, the Customer shall pay the Service Fees to Infonetica.
- 6.2 Where the payment of Service Fees is dependent on the issue of a purchase order or similar pre-authorisation ("**Purchase Order**") by the Customer, it is the Customer's responsibility to ensure that any such Purchase Order is issued prior to the invoice dates as set out in clause 6.3. The Customer acknowledges that the Service shall not commence until a valid Purchase Order has been issued. If a Purchase Order is not received in advance of the dates set out in clause 6.3, or in advance of any annual renewals and/or any Renewal Term(s), preventing Infonetica from invoicing and/or receiving payment of the Service Fees from the Customer for the Service, Infonetica shall have the right to suspend the Customer's and all Users' access to the Service until the Purchase Order is received.
- 6.3 Infonetica shall invoice the Customer:
- 6.3.1 if applicable, on execution of the Order Form for any Implementation Fees and/or pre-agreed Additional Fees (as set out in the Order Form);
 - 6.3.2 on the Start Date, and subject to clause 6.4, annually in advance thereafter, for the Annual Fees for each year; such fees to be calculated in accordance with this clause 6 and any Downtime Service Credit(s) due in accordance with the SLA; and

- 6.3.3 monthly in arrears for any other Additional Fees, expenses or materials.
- 6.4 Unless stated otherwise in an Order Form, where the Customer purchases access to and use of additional Products during the Term, invoicing for the Annual Fees for the new Product(s) will be as follows:
- 6.4.1 on a pro-rata basis for the first year (or part year), starting from the Start Date until the next invoice date for the Annual Fees relating to the original Product; and
- 6.4.2 thereafter, on the same date as the invoice issued for the Annual Fees relating to the original Product; and
- 6.4.3 the Annual Fees for both (or all) Products will be invoiced in a single invoice for each full Contract Year (and any Purchase Order to be issued by the Customer should encompass the Annual Fees payable for both (or all) Products).
- 6.5 Where, at the Customer's request and/or as a result of the Customer's actions or inactions, the implementation support as described in the Order Form is varied in scope or requires an increased level of assistance by Infonetica in excess of the estimated consulting days referenced in the Order Form, Infonetica reserves the right to charge to the Customer Additional Fees based on the applicable Day Rates at the time of implementation. For the avoidance of doubt, no Additional Fees shall apply where additional time or resources required to complete implementation is due to the actions or inactions of Infonetica as opposed to the Customer.
- 6.6 Where the Customer exceeds the Maximum Allocations or requests to increase the Maximum Allocations during the Initial Term or Renewal Term, such increased allocations shall incur additional Annual Fees to the Customer. Infonetica shall monitor such increased requirements or usage of the Customer during each Contract Year and shall be entitled to invoice the Customer at the end of such Contract Year (in addition to the Annual Fees already paid by the Customer for that year) for such increased allocations. The increased allocations shall also form the basis of the calculations for the next Contract Year's Annual Fees.
- 6.7 The fees payable in the first Contract Year for any increased allocations over and above the Maximum Allocations are set out in the Order Form, and shall increase annually for all future Contract Years in accordance with clause 6.8.
- 6.8 Infonetica shall increase the Annual Fees, and the fees for any additional allocations for any particular Product, on each anniversary of the Start Date by the Consumer Price Index plus 3%. Increases for each subsequent year shall be calculated on the applicable Annual Fees for the then current year (and taking into account any additional allocations in accordance with clause 6.6).
- 6.9 Any changes during the Term to the Customer's Authentication Option as set out in the Order Form requires a minimum of 14 days' notice to Infonetica. Changes to the nominated Authentication Option may incur additional implementation fees (based on the prevailing Day Rates at the time), and will incur additional ongoing support costs which form part of the Annual Fees, which shall be adjusted accordingly. Infonetica accepts no responsibility for any issues that may arise out of changes by the Customer to its Authentication Option which have not been notified to Infonetica in accordance with this clause, and any fixes required will be charged separately using the prevailing Day Rate.
- 6.10 The Day Rates set out in the Order Form are correct as at the Start Date. Such rates shall increase on each anniversary of the Start Date by the Consumer Price Index plus 3%. For any Additional Services which are priced on the basis of Day Rates, Infonetica shall provide the Customer with a quote using the Day Rates applicable at the time that the relevant Additional Services are requested or required.
- 6.11 All Service Fees payable under this Contract are:
- 6.11.1 payable in the currency stated in the Order Form;
- 6.11.2 except where clause 14.6 applies, non-refundable;
- 6.11.3 exclusive of value added tax (VAT) or any other applicable goods or sales taxes, which shall be added to Infonetica's invoice(s) at the prevailing rate; and
- 6.11.4 exclusive of any bank or international transfer charges, or any currency conversion charges or costs, which are the responsibility of the Customer.

- 6.12 The Customer shall pay all Service Fees within 30 days of the date of Infonetica's invoice, in full and cleared funds, without set-off or counterclaim, free and clear of, and without deduction of, any taxes, levies, duties, charges and withholdings of any kind now or in future imposed in any jurisdiction.
- 6.13 If the Customer believes its invoice is incorrect, it must contact Infonetica in writing within 10 days of the issue date of the invoice to be eligible to receive an adjustment or credit (any such adjustment or credit to be subject to verification by and agreement of Infonetica).
- 6.14 If the Customer fails to pay any Service Fees by the due date, then Infonetica may, in addition to any other rights or remedies it may have available to it:
- 6.14.1 charge interest on overdue invoices at the rate of 4% per year above the base lending rate of National Westminster 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 judgement; and/or
 - 6.14.2 suspend this Contract and the Customer's access to and use of the Service if payment is not made within 14 days past the due date. The Customer will continue to be charged for the Service Fees during any period of suspension.
- 6.15 If either Party terminates this Contract or any individual Order Form for any reason, then subject to clause 14.6, any amounts payable by the Customer shall be due:
- 6.15.1 immediately, if already invoiced; and
 - 6.15.2 if not yet invoiced, Infonetica shall have the right to submit an invoice for such amounts due, and such invoice is immediately upon receipt by the Customer.
- 6.16 If the Customer's or any User's access to the Service is suspended in accordance with clauses 4.11 or 6.14.2, Infonetica may impose a reconnection fee to cover labour and third party costs to return the Service to the condition that it was before disconnection.

7 INTELLECTUAL PROPERTY RIGHTS

- 7.1 The Parties agree that as between Infonetica and the Customer, Infonetica is the owner or licensor of all rights, title and interest, including all Intellectual Property Rights, in the Service, the Software, the Product API, and all parts or components thereof. Except in relation to the Licence granted to the Customer in clause 4.1, this Contract does not grant the Customer any Intellectual Property Rights in or to the Service, any Software or any Product API and/or any parts or components thereof.
- 7.2 In the event of any IP Claim, Infonetica shall use reasonable endeavours to:
- 7.2.1 procure the right for the Customer to continue using the Service; or
 - 7.2.2 replace or modify the Service so that it becomes non-infringing; or
 - 7.2.3 if such remedies are not reasonably available, terminate the Order Form on five (5) Business Days' notice to the Customer.
- 7.3 In no event shall Infonetica or its Representatives be liable to the Customer to the extent that an IP Claim is caused by, or arises in connection with:
- 7.3.1 a modification of the Service or the Software, or any parts or components thereof, by anyone other than Infonetica; or
 - 7.3.2 the Customer's use of the Service in a manner contrary to the Permitted Purpose or contrary to any instructions given to the Customer by Infonetica from time to time; or
 - 7.3.3 the Customer's use of the Service after notice of IP Claim from the Supplier, the third party making the IP Claim, or any appropriate authority; or
 - 7.3.4 the Customer's or any User's breach of this Contract.
- 7.4 Infonetica may use information relating to the Customer's use of the Service ("**Usage Information**"): (a) to enhance its internal operations, products or services; (b) to produce statistics, benchmarking, research and reports for existing, potential or new customers; and/or (c) to produce and distribute statistics, research, R&D

projects, publications, reports, presentations and/or market data, benchmarking and trends for general commercial purposes; providing that all of the following conditions are satisfied before such use:

- 7.4.1 the Usage Information is always in aggregated form and does not in any way identify the Customer or its Users;
 - 7.4.2 the Usage Information does not include any personal data or allow for the identification of any data subject, and complies in all respects with Infonetica's data protection obligations under this Contract and under Data Protection Laws;
 - 7.4.3 the Usage Information does not include or make use of any Intellectual Property Rights belonging to the Customer;
 - 7.4.4 the Usage Information does not include or expose any Customer Data;
 - 7.4.5 the Usage Information does not include any of the Customer's Confidential Information and complies in all respects with Infonetica's obligations under this Contract regarding confidentiality; and
 - 7.4.6 Infonetica's use of the Usage Information does not breach any of its other obligations under this Contract.
- 7.5 The Customer hereby grants to Infonetica an irrevocable, worldwide, exclusive, royalty free licence to use the Suggestions for any commercial or other purpose whatsoever. The Customer hereby warrants that the Suggestions shall not violate the Intellectual Property Rights of any third party.
- 7.6 The Customer shall not remove any proprietary notices, labels, or marks on any component of the Service, the Software or Product API.

8 EQUIPMENT OPERATION, SECURITY, HOSTING AND DATA STORAGE

- 8.1 The Customer is solely responsible for acquiring, maintaining and securing its network connections, all computer hardware and software, telephone, and other equipment including telecommunications links, and all communications and other services needed to access and use the Service. Infonetica accepts no liability howsoever arising (whether in contract, tort (including negligence) or otherwise) for any Losses incurred by the Customer arising as a result of problems, conditions, delays, delivery failures or any other loss or damage arising from or relating to the Customer's network connections, servers or telecommunications links, or caused by the internet.
- 8.2 Although Infonetica has taken significant measures to ensure the security of information submitted by the Customer in using the Service, Infonetica cannot guarantee the security of information collected, inputted or submitted during the Customer's use of the Service (including any Customer Data).
- 8.3 Without prejudice to the Customer's other obligations, the Hosting Service shall be provided by Infonetica on the following terms:
- 8.3.1 The Customer shall not use the Platform or Product(s) as a repository for placing or storing archived files.
 - 8.3.2 Neither the Customer nor any User shall input, add, submit or upload Inappropriate Content to the Service.
 - 8.3.3 The Customer acknowledges that Infonetica is dependent on a Hosting Provider to provide the Hosting Service. Infonetica will use its reasonable endeavours to select a reputable Hosting Provider, taking into account the commercial aspects of the offering of such Hosting Provider including prices of the relevant services.
 - 8.3.4 The Customer and its Users shall comply with the Hosting Provider's Acceptable Use Policy available [here](#).
 - 8.3.5 The Customer acknowledges and agrees that the Service may be inaccessible or inoperable from time to time including as a result of equipment malfunctions, repairs or replacements carried out by the Hosting Provider or due to other reasons beyond Infonetica's reasonable control. Infonetica accepts no liability for Losses in these circumstances, or any Losses caused by or resulting from the acts and omissions of the Hosting Provider.

- 8.4 If the Hosting Provider takes any adverse action against Infonetica, such as suspending or terminating the Hosting Service, as a result of the Customer's or any User's breach of this Contract and/or use of the Service in a way not expressly permitted under this Contract, Infonetica may terminate this Contract (including this MSA and all Order Forms currently in effect) upon immediate written notice to the Customer.

9 CUSTOMER DATA

- 9.1 The Customer owns all right, title and interest in and to all of the Customer Data and has sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Customer Data.
- 9.2 The Customer shall procure that the Customer Data does not do any of the following (hereafter referred to as **"Inappropriate Content"**):
- 9.2.1 breach any applicable law, including any Data Protection Laws;
 - 9.2.2 breach the Hosting Provider's Acceptable Use policy as set out at clause 8.3.4;
 - 9.2.3 infringe or may infringe any third party's rights, including without limitation Intellectual Property Rights;
 - 9.2.4 subject to clause 9.3, include any material which is or could be considered harmful, obscene, indecent, pornographic, seditious, offensive, defamatory, threatening, discriminatory, liable to incite racial or ethnic hatred, menacing, harassing, blasphemous, or causes or is designed to cause damage, injury or harm to any person or group; or
 - 9.2.5 include any material which contains or may contain a Virus.
- 9.3 The Parties acknowledge that applications, projects, forms, associated documents and/or any other academic or research content for which a Product is being used may contain some material which could fall within the scope of clause 9.2.4. Such material shall not be considered Inappropriate Content where the material forms part of the nature of the research, trial, study, application or project itself.
- 9.4 The Customer hereby grants to Infonetica and its Representatives, the right to access the Customer Data only:
- 9.4.1 to the extent necessary to provide the Service;
 - 9.4.2 where the Customer Data includes or may include any Inappropriate Content;
 - 9.4.3 where Infonetica reasonably believes that a failure to act may result in Losses to itself or the Customer or could adversely affect the integrity, operation or security of the Customer Data and/or the Service; or
 - 9.4.4 where Infonetica is required to do so by law.
- 9.5 Where clauses 9.4.2 or 9.4.3 apply, Infonetica shall attempt to notify the Customer immediately but is hereby authorised, without prior consultation with the Customer, to amend and if necessary to delete such aspects of the Customer Data affected by the Inappropriate Content, provided that Infonetica uses reasonable efforts to retrieve the remaining Customer Data and make it available to the Customer.
- 9.6 Where Customer Data is amended or deleted in accordance with clause 9.5 and Infonetica has been unable to contact the Customer in advance, it shall notify the Customer after such amendment or deletion has taken place.
- 9.7 Other than where clause 9.5 applies, the Customer acknowledges that Infonetica has no control over any Customer Data and does not purport to monitor the content of the Customer Data.
- 9.8 The Customer shall indemnify, and keep Infonetica and its Representatives indemnified at all times from and against all Losses, which are suffered by, and defend, and hold harmless against all such Losses which are brought or threatened against or incurred by Infonetica and/or its Representatives arising from or in connection with any Inappropriate Content which is inputted, added or uploaded into the Service or any Product API by the Customer or any User.

10 DATA PROTECTION

- 10.1 Both Parties will comply with all applicable requirements of the Data Protection Laws. This clause 10 is in addition to, and does not relieve, remove or replace, a Party's obligations under the Data Protection Laws.
- 10.2 If Infonetica processes any personal data on the Customer's behalf when performing its obligations under any Order Form, the Parties acknowledge that for the purpose of the Data Protection Laws, the Customer is the data controller and Infonetica is the data processor. The scope, nature, purpose and duration of the processing, and the types of personal data processed, are set out in the Order Form.
- 10.3 Infonetica shall, in relation to personal data for which it acts as the Customer's data processor:
- 10.3.1 process the personal data in accordance with written instructions reasonably given by the Customer from time to time;
 - 10.3.2 ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential;
 - 10.3.3 notify the Customer promptly on becoming aware of a personal data breach;
 - 10.3.4 at the written direction of the Customer, delete or return the personal data to the Customer on termination of the Order Form and delete existing copies thereof as soon as reasonably practicable (and in this regard the Customer acknowledges that it could take up to 100 days for back-ups to be processed), unless storage of any personal data is required by applicable law. Where the personal data forms part of the Customer Data, the Customer Data will be returned in accordance with the provisions in the SLA;
 - 10.3.5 at the Customer's cost and within five Working Days of a request from the Customer, provide such assistance to the Customer as the Customer reasonably requires (taking into account the nature of processing and the information available to Infonetica) in relation to any request from a data subject and in ensuring compliance with the Customer's obligations under the Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators; and
 - 10.3.6 within three months of a request from the Customer, and at the Customer's cost, make available to the Customer such information as is reasonably necessary to demonstrate its compliance with this clause 10, and allow for audits and inspections by the Customer or the Customer's designated auditor for this purpose, subject to the Customer:
 - (a) giving Infonetica reasonable prior notice of such information request, audit and/or inspection required by the Customer, and paying Infonetica's associated costs; and
 - (b) ensuring that any such audit or inspection is undertaken during normal business hours on Working Days, with minimal disruption to Infonetica's business.
- 10.4 For the purposes of clause 10.3.6, the Customer acknowledges that Infonetica may not be able to procure access to physical facilities of its Hosting Provider or other sub-processors, and can only provide such access as the Hosting Provider or sub-processor makes available to Infonetica.
- 10.5 The Customer consents, by way of a general authorisation, to Infonetica's use of sub-processors engaged in the processing of the Customer's personal data, including those sub-processors which exist at the Effective Date, and which may be appointed from time to time by Infonetica. A list of all sub-processors which exist at the Effective Date is available at <https://www.infonetica.net/subprocessors>. At least 60 days in advance of any changes concerning the addition or replacement of its sub-processors, Infonetica shall update this list, thereby giving the Customer the opportunity to object to such changes.
- 10.6 Where the Data Protection Jurisdiction is the United Kingdom, the Customer consents to Infonetica, when acting as the Customer's data processor, transferring personal data to countries outside the United Kingdom:
- 10.6.1 if the transfer is to any non-UK branch or group company of Infonetica;
 - 10.6.2 if the transfer is to any sub-processor on Infonetica's list of sub-processors (link in clause 10.5), providing always that Infonetica ensures that such transfer takes place using a mechanism permitted by the Data Protection Laws;

- 10.6.3 if the transfer is to a country which holds a current adequacy regulation as issued by the Information Commissioner's Office; or
- 10.6.4 for any other transfers that are not provided for in clauses 10.6.1, 10.6.2 or 10.6.3 above, Infonetica shall request the Customer's consent to such transfer and ensure that any transfer is subject to appropriate safeguards or an exemption as permitted by (and in accordance with) the Data Protection Laws.
- 10.7 Where the Data Protection Jurisdiction is a country or state other than the United Kingdom, the Customer acknowledges that it is a condition precedent for performance of its obligations under this Contract that Infonetica is able to, without restriction, transfer personal data to and access personal data from: (a) the United Kingdom; (b) any country in which a sub-processor is located; and (c) any country in which a branch or group company of Infonetica is located, and the Customer hereby consents to such transfer and access.
- 10.8 Where the Customer objects to the use of a new or different sub-processor proposed by Infonetica in accordance with clause 10.5, or to any international transfer of the Customer's personal data requested under clause 10.6.4, Infonetica shall have the right to terminate the Contract (including the MSA and all Order Forms) on 60 days' written notice to the Customer.
- 10.9 Each Party shall take appropriate technical and organisational measures against unauthorised or unlawful processing of any personal data processed under this Contract and/or its accidental loss, destruction or damage. Such measures shall be appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the personal data to be protected, having regard to the state of technological development and the cost of implementing such measures.
- 10.10 The Customer acknowledges that Infonetica is reliant on the Customer for instructions as to the extent to which Infonetica is entitled to process any personal data for which the Customer acts as a data controller. Consequently, to the maximum extent permitted by law, Infonetica shall have no liability howsoever arising (whether in contract, tort (including negligence) or otherwise) for any Losses arising from or in connection with any processing it carries out in accordance with the Customer's instructions.
- 10.11 The Customer warrants, represents and undertakes that:
- 10.11.1 all personal data to which Infonetica has access shall comply in all respects with the Data Protection Laws and any other applicable data protection legislation, including in terms of its collection, storage and processing (which may include the Customer providing all of the required fair processing information to, and obtaining all necessary consents from, data subjects);
- 10.11.2 all processing instructions given by it to Infonetica in respect of the personal data shall at all times be in accordance with the Data Protection Laws and any other applicable data protection legislation; and
- 10.11.3 when making use of any AI Technology within a Product, it shall not include or input any personal data into the AI Technology prompts, or allow the AI Technology to access or view any personal data.
- 10.12 Except to the extent that Infonetica is liable under clause 10.13, the Customer shall indemnify, and keep Infonetica and its Representatives indemnified at all times from and against all Losses, which are suffered by, and defend, and hold harmless against all such Losses which are brought or threatened against or incurred by Infonetica and/or its Representatives arising from or in connection with any:
- 10.12.1 alleged or actual non-compliance by the Customer or its Representatives with the Data Protection Laws;
- 10.12.2 processing carried out by Infonetica or its Representatives pursuant to any processing instructions from the Customer that infringes any Data Protection Laws; or
- 10.12.3 breach by the Customer or its Representatives of any of its obligations under this clause 10.
- 10.13 Subject to clause 13, Infonetica shall be liable for any Losses incurred by the Customer under or in connection with Infonetica's breach of this clause 10:
- 10.13.1 only to the extent caused by Infonetica's processing of personal data for which the Customer is a data controller under this Contract, and directly resulting from Infonetica's breach of this clause 10; and

10.13.2 in no circumstances to the extent that any such Losses (or the circumstances giving rise to them) are contributed to or caused by any act, omission or default of the Customer or any User.

10.14 In this Contract, “**appropriate technical and organisational measures**”, “**controller**”, “**data subject**”, “**personal data**”, “**personal data breach**”, “**processing**” and “**processor**” shall have the respective (or equivalent) meanings given to them in applicable Data Protection Laws from time to time.

11 CONFIDENTIAL INFORMATION

11.1 Each Party may have access to Confidential Information of the other Party under this Contract. Confidential Information of a Party shall not include information that:

11.1.1 is or becomes publicly known through no act or omission of the receiving Party;

11.1.2 was in the receiving Party's lawful possession prior to the disclosure;

11.1.3 is lawfully disclosed to the receiving Party by a third party without restriction on disclosure;

11.1.4 is independently developed by the receiving Party, which independent development can be shown by written evidence; or

11.1.5 is required to be disclosed by law (including under FOIA), or by any court of competent jurisdiction or by any regulatory or administrative body.

11.2 Each Party shall hold the Confidential Information of the other Party in confidence and, unless required by law, not make the other's Confidential Information available to any third party or use the Confidential Information of the other Party for any purpose other than the implementation and performance of this Contract. The confidentiality obligations hereunder shall continue during the term of the Contract and for five (5) years after its termination or expiry (howsoever arising).

11.3 If a Party is required to disclose the Confidential Information of the other Party pursuant to clause 11.1.5, the Party shall, to the extent permitted by law, use its reasonable endeavours to give the other Party as much notice of this disclosure as possible, unless the giving of such notice is legally prohibited.

11.4 Each Party agrees to take reasonable steps to ensure that the Confidential Information of the other Party to which it has access is not disclosed or distributed by its Representatives in violation of the terms of this Contract.

11.5 Each Party to this Contract shall as soon as reasonably practicable notify the other Party if it becomes aware of any breach of confidence by any person to whom it divulges any Confidential Information and shall give the other Party reasonable assistance in connection with any proceedings which the other Party may institute against such person for breach of confidence.

11.6 The Customer acknowledges and agrees that, if the Customer receives any information request under FOIA in connection with the Contract, the Customer will promptly notify Infonetica of the request and, where the information request refers to Infonetica's Confidential Information (including in relation to Service Fees), the Customer will, to the extent permitted by law, allow Infonetica sufficient time to raise an objection to the extent, type and/or nature of the disclosure requested, and will work with Infonetica to agree the form and content of disclosure.

12 WARRANTIES

12.1 Each Party warrants to the other Party that it has full power and authority to enter into and perform its obligations under this Contract.

12.2 Infonetica warrants to the Customer that Infonetica has obtained the necessary consents and licences necessary to provide the Service to the Customer, for use by the Customer in accordance with the terms and conditions of this Contract.

12.3 Although Infonetica has taken reasonable steps in developing the Platform, Product(s) and any Product API so that they are secure and stable, the Customer acknowledges that the Platform, Product(s) and/or Product API may be subject to limitations, delays and other problems inherent in the use of web-based communications

networks and facilities to provide them. Infonetica does not warrant the Platform, Product(s) or any Product API shall be: (a) uninterrupted or free from errors; or (b) interoperable with third party software or equipment.

- 12.4 Where any Product includes or offers the Customer access to AI Technology, the Customer acknowledges that the output generated by the AI Technology ("**Output**") is provided for general information purposes only and has not been independently verified by a human. The AI Technology generates responses based on a variety of data inputs and may produce Output that is incorrect or misleading. It is the Customer's responsibility to confirm that the Output is correct and suitable for its intended purpose. Infonetica accepts no liability or responsibility for any Losses arising from any use of the AI Technology, or any Output generated by the AI Technology, or any omissions or errors contained in the AI Technology or the Output. By using any AI technology, the Customer acknowledges and confirms that it has understood the limitations of the AI Technology and the need for human review and verification of any Output.
- 12.5 Save to the extent set out in this clause 12, or to the extent that any exclusion is prohibited by law, all warranties, representations, conditions and all other terms of any kind whatsoever, whether implied by statute or common law, are to the fullest extent permitted by applicable law excluded from this Contract.
- 12.6 Except as expressly and specifically provided in this Contract, the Customer assumes sole responsibility for results obtained from its use of the Service and (if applicable) the Product API and/or any AI Technology, and for conclusions drawn from such use. Infonetica shall have no liability for any Losses caused by errors or omissions in any information, instructions or scripts provided to Infonetica by the Customer in connection with the Service, or any actions taken by Infonetica at the Customer's direction.
- 12.7 Any warranties given by Infonetica are subject to the Customer and Users using the Service and (if applicable) the Product API in compliance with this Contract, and Infonetica shall not be liable for any Losses, or required to remedy any problem or issue, arising from any defect or error in the Service or Product API, which is caused by the Customer or any User, or their use of the Service or the Product API, or by any third party software used in connection with the Service, the Product API and/or any AI Technology.

13 LIMITATION OF LIABILITY

- 13.1 Nothing in this Contract limits or excludes the liability of either Party for:
- 13.1.1 death or personal injury caused by that Party's negligence;
 - 13.1.2 fraud or fraudulent misrepresentation; or
 - 13.1.3 any liability which cannot be excluded or limited by law.
- 13.2 Subject to clause 13.1, neither Party shall be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise, and howsoever arising under this Contract, for any:
- 13.2.1 loss of profits;
 - 13.2.2 loss of sales or business;
 - 13.2.3 loss of agreements or contracts;
 - 13.2.4 loss of anticipated savings or revenue;
 - 13.2.5 loss of, damage to or depletion of goodwill and/or similar losses;
 - 13.2.6 loss of, damage to, or corruption of data or information;
 - 13.2.7 pure economic loss; or
 - 13.2.8 special, indirect or consequential loss, costs, damages, charges or expenses.
- 13.3 For the purposes of clauses 13.4, 13.5 and 13.6, "**total liability**" shall be interpreted as: a Party's and its Representatives' total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, which arises in connection with the provision of or use of the Service or any part thereof, or the performance or contemplated performance of this Contract, including a failure to perform or delay in performance of any of that Party's obligations hereunder, and in respect of one event or a series of connected events and however that liability arises.

- 13.4 Subject to clauses 13.5, 13.6 and 13.7, each Party's total liability to the other Party shall be limited to the total Annual Fees payable by the Customer for the particular Product to which the claim relates in the Contract Year during which the claim or liability arises.
- 13.5 Infonetica's total liability in relation to each of the following shall be limited to twice the total Annual Fees payable by the Customer for the particular Product to which the claim relates in the Contract Year during which the claim or liability arises:
- 13.5.1 a breach by Infonetica of clause 12.2; or
 - 13.5.2 any liability incurred by Infonetica under clause 10.13.
- 13.6 The Customer's total liability in relation to any breach by the Customer of clauses 4.8 or 4.10 shall, in relation to each clause, be limited to twice the total Annual Fees payable by the Customer for the particular Product to which the claim relates in the Contract Year during which the claim or liability arises.
- 13.7 Subject to clause 13.2, nothing in this clause 13 shall limit:
- 13.7.1 the Customer's obligation to pay all fees and other monies due to Infonetica (including the Service Fees); and/or
 - 13.7.2 the Customer's liability in relation to the indemnities in clauses 9.8 or 10.12.

14 TERM AND TERMINATION

- 14.1 This Master Services Agreement commences on the Effective Date and shall continue in full force and effect until either Party terminates for any reason upon giving 90 days' notice to the other Party, such termination to take effect upon the later of: (a) the notice period; or (b) the termination or expiry of all Order Form(s).
- 14.2 Each Order Form commences on the Start Date and, subject to earlier termination:
- 14.2.1 shall continue for the Initial Term (plus any pro-rata period required to align invoicing periods, where the Order Form relates to an additional Product as contemplated in clause 6.4); and
 - 14.2.2 will automatically extend for further 12-month periods (each a "**Renewal Term**") at the end of the Initial Term and each Renewal Term.
- 14.3 Either Party may terminate an Order Form:
- 14.3.1 without reason upon giving not less than 90 days prior written notice to the other Party, which shall not expire earlier than the last day of the Initial Term or any subsequent Renewal Term;
 - 14.3.2 where a provision of this MSA or the Order Form confers a right for one or both Parties to terminate the Order Form; or
 - 14.3.3 immediately by giving the other Party written notice upon any material breach by the other Party of any provision of the Contract which affects only that Order Form, and such breach is irremediable or (if such breach is remediable) fails to be remedied by the other Party within 30 days of being notified by the other Party of such breach.
- 14.4 Either Party may terminate the Contract (including this MSA and all Order Forms currently in effect):
- 14.4.1 where a provision of the Contract confers a right for one or both Parties to terminate the Contract; or
 - 14.4.2 immediately by giving the other Party written notice upon any material breach by the other Party of any provision of the Contract:
 - (a) that the non-defaulting party reasonably determines affects all Order Forms currently in effect; and
 - (b) such breach is irremediable, or if such breach is remediable fails to be remedied by the other Party within 30 days of being notified of such breach.
- 14.5 Infonetica may, at its option, terminate an individual Order Form or this Contract (including this MSA and all Order Forms currently in effect) immediately, by giving the Customer written notice where:
- 14.5.1 the Customer suffers an Insolvency Event;

- 14.5.2 any Service Fees due to Infonetica under this Contract are still outstanding after 30 days from the due date for payment;
- 14.5.3 Infonetica determines, in its reasonable judgment, that any action or inaction by the Customer or a User: (a) interferes with the integrity, security, operation or use of the Service; or (b) breaches clause 4.8; and/or
- 14.5.4 Infonetica determines (acting reasonably) that any Customer Data includes Inappropriate Content.
- 14.6 Infonetica shall refund to the Customer a proportion of the Annual Fees paid in advance by the Customer that relates to the period from the effective date of termination of the Order Form to the end of the Initial Term or Renewal Term (as applicable) where:
 - 14.6.1 the Customer terminates an Order Form pursuant to clauses 14.3.3, 15.2 or 17.2; or
 - 14.6.2 Infonetica terminates an Order Form pursuant to paragraph 13 of the SLA.
- 14.7 Upon the expiry or termination of any Order Form, the MSA or the Contract as a whole (howsoever occasioned):
 - 14.7.1 any accrued rights or liabilities of either Party shall not be affected;
 - 14.7.2 all rights and licences of the Customer under the Order Form or Contract as a whole (as applicable) shall terminate; and
 - 14.7.3 provisions of the Contract which are expressly stated to or implicitly survive, or operate upon, termination, shall survive termination and continue in force. Additionally, the following provisions shall survive termination and continue in force (to the extent relevant after termination): 1, 2.3, 4.8, 7, 10, 11, 13, 14.7, 14.8, 16, 20 and 25.
- 14.8 Upon termination of any Order Form or the Contract as a whole:
 - 14.8.1 the Customer shall promptly return to Infonetica all Account Information, Software, Confidential Information of Infonetica and all other information and Documentation received from Infonetica or derived from the Service and shall securely delete any such information and Documentation held in electronic form;
 - 14.8.2 Infonetica shall promptly return to the Customer all Confidential Information of the Customer. Customer Data will be returned to the Customer in Native Format providing the Customer has requested a release in accordance with the SLA; and
 - 14.8.3 if the Customer requests any other transition support services, Infonetica may, at its sole discretion, provide a quote for such services.

15 FORCE MAJEURE

- 15.1 Neither Party shall be liable to the other if it is hindered, prevented from or delayed in performing its obligations under this Contract, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, epidemic or pandemic, strikes, lock-outs or other industrial disputes (whether involving the workforce of Infonetica or any third party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors (each a “**Force Majeure Event**”), provided that the other Party is notified of such an event and its expected duration.
- 15.2 In the event that either Party is prevented from performing its obligations under this Contract (as a whole) or any individual Order Form for 60 days or more, either Party shall have the right to terminate the Contract, or if the Force Majeure Event affects only one Product, the Order Form applicable to that Product, on 30 days’ notice.

16 DISPUTE RESOLUTION

- 16.1 If a Party has any dispute with the other Party in connection with this Contract (a “**Dispute**”), then that Party will promptly give full written particulars of the Dispute to the other Party, and the Parties will, within thirty (30) days of delivery of those particulars, meet and in good faith attempt to resolve the dispute.

16.2 If the Dispute cannot be resolved in accordance with clause 16.1, then the Parties shall consider whether the Dispute should be referred to an alternative dispute resolution procedure (including mediation, arbitration or binding expert determination). If, within seven (7) days of a failure to resolve the Dispute in accordance with clause 16.1, the Parties do not agree that the Dispute should be referred to an alternative dispute resolution procedure, either Party may commence court proceedings.

16.3 Nothing in clause 16.2 shall prejudice the right of either Party to:

16.3.1 apply to a court for interim relief to prevent violation by the other Party of any proprietary interest, or any breach of the other Party's obligations which could cause irreparable harm to the first Party; or

16.3.2 bring proceedings intended to result in the enforcement of a settlement agreement entered into between the Parties in accordance with the foregoing provisions of this clause 16 or otherwise.

17 VARIATION

17.1 Infonetica may vary the terms of this Contract, or any individual Order Form, at any time in the event of changes in market conditions (including material exchange rate fluctuations) which adversely affect Infonetica's ability to provide the Service. Infonetica shall notify the Customer in writing of any such proposed variation which, subject to clause 17.2, shall take effect 120 days after the date of Infonetica's notice.

17.2 If the Customer is unable to agree with the proposed variation(s) notified to it in accordance with clause 17.1, the Customer shall notify Infonetica within 30 days and shall be entitled to serve at least 90 days' written notice to terminate this Contract or the individual Order Form (as applicable).

17.3 Subject to clauses 17.1, 17.2 and Infonetica's right to amend the terms of its SLA (as set out in the SLA), no variation of this Contract shall be effective unless it is in writing and signed by the Parties.

18 RELATIONSHIP OF THE PARTIES

18.1 Each Party is acting as an independent contractor and is not an agent, partner, or in a joint venture with the other Party for any purpose, nor is there any fiduciary or other relationship between the Parties other than the contractual relationship expressly provided for in this Contract.

18.2 Neither Party has authority to assume or create any obligation for or on behalf of the other Party, express or implied, with respect to this Contract or otherwise.

18.3 Nothing in this Contract shall hinder or prevent Infonetica 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 the Contract.

19 ASSIGNMENT

19.1 The Customer shall not, without the prior written consent of Infonetica, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights, licences or obligations under this Contract.

19.2 Infonetica may at any time assign, transfer, charge, subcontract or deal in any other manner all or any of its rights or obligations under this Contract.

19.3 This Contract shall be binding upon, and inure to the benefit of, the Parties and their respective successors and permitted assignees, and references to a Party in this Contract shall include its successors and permitted assignees.

19.4 In this Contract references to a Party include references to a person:

19.4.1 who for the time being is entitled (by assignment, novation or otherwise) to that Party's rights under this Contract (or any interest in those rights); or

19.4.2 who, as administrator, liquidator or otherwise, is entitled to exercise their rights, and in particular those references shall include a person to whom those rights (or any interest in those rights) are transferred or pass as a result of a merger, division, reconstruction or other reorganisation involving that Party. For this purpose, references to a Party's rights under this Contract include any similar rights to which another person becomes entitled as a result of a novation of this Contract.

20 SEVERANCE

- 20.1 If any provision of this Contract is prohibited by law or judged by a court to be void or unenforceable, the provision shall, to the extent required, be severed from this Contract and rendered ineffective as far as possible without modifying the remaining provisions of this Contract, and shall not in any way affect any other circumstances of or the validity or enforcement of this Contract.
- 20.2 If any provision or part-provision of this Contract is deemed deleted under clause 20.1, the Parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

21 ENTIRE AGREEMENT

- 21.1 This Contract sets forth the entire agreement and understanding of the Parties relating to the subject matter herein and supersedes all prior agreements, writings, commitments and discussions. Any extant contracts or agreements in force between the Parties at or prior to the Effective Date of this Contract shall be deemed terminated by mutual consent, such termination taking effect on the Effective Date of this Contract.
- 21.2 Each Party acknowledges that in entering into this Contract it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether or not in writing) of any person (whether a party to this Contract or not) relating to the subject matter of this Contract, other than as expressly set out in this Contract.

22 WAIVER

- 22.1 Failure to exercise, or any delay in exercising, any right or remedy provided under this Contract or by law shall not constitute a waiver of that (or any other) right or remedy, nor shall it preclude or restrict any further exercise of that (or any other) right or remedy.
- 22.2 No single or partial exercise of any right or remedy provided under this Contract or by law shall preclude or restrict the further exercise of any such right or remedy.
- 22.3 A waiver (which may be given subject to conditions) of any right or remedy provided under this Contract or by law shall only be effective if it is in writing and shall apply only to the Party to whom it is addressed and for the specific circumstances for which it is given. It shall not prevent the Party who has given the waiver from subsequently relying on the right or remedy in other circumstances.
- 22.4 Unless specifically provided otherwise, rights arising under this Contract are cumulative and do not exclude rights provided by law.

23 THIRD PARTY RIGHTS

- 23.1 Except as expressly set out in clauses 4.2 and 19.3, this Contract does not confer any rights on any person or party other than the Parties pursuant to the Contract (Rights of Third Parties) Act 1999.

24 NOTICES

- 24.1 All notices, requests, claims, demands and other communications between the Parties shall be in writing.
- 24.2 All notices shall be delivered to the relevant address specified below or such other address as either Party may notify to the other Party in writing from time to time:
- 24.2.1 by hand;
- 24.2.2 by next working day delivery service; or
- 24.2.3 by e-mail.
- 24.3 All notices shall be deemed to have been received:
- 24.3.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address of the other Party;

- 24.3.2 if sent by next working day delivery service, at the delivery time recorded by the delivery service; and
- 24.3.3 if sent by e-mail, at 09.00 on the next Working Day when sent by Infonetica, or at 09.00 on the next Customer Working Day when sent by the Customer, after transmission, provided that the sender does not receive a delivery failure notice.

24.4 The address for notices to Infonetica are as follows: Infonetica Ltd, Lower Ground Floor Office, The Civic Centre, High Street, Esher, Surrey, KT10 9SD, United Kingdom. Email: enquiries@infonetica.net.

24.5 The address for notices to the Customer are as set out in the relevant Order Form.

25 GOVERNING LAW & JURISDICTION

25.1 This Contract and any dispute or claim arising out of or in connection with this Contract or its subject matter of formation (including non-contractual disputes or claims) shall be governed by and construed under the laws applicable in England and Wales.

25.2 Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter of formation (including non-contractual disputes or claims).