

SUBSCRIPTIONS TERMS AND CONDITIONS – LEADCHEF INC.

Parties

- (1) LEADCHEF INC., a Delaware corporation whose address is at 548 Broderick Street, San Francisco, CA 94117 US (**LEADCHEF**)
- (2) The natural or legal person named on LEADCHEF's online portal *app.leadchef.ai* who subscribed to the Services (**Customer**)

BACKGROUND

- (A) LEADCHEF has developed certain software applications and platforms which it makes available to subscribers via the internet on a pay-per-use basis for the purpose of tracking job movements of individual persons identified by the Customer.
- (B) The Customer wishes to use LEADCHEF's service in its business operations.
- (C) LEADCHEF has agreed to provide and the Customer has agreed to receive and pay for LEADCHEF's service subject to the terms and conditions of this agreement.

Agreed terms

1. Interpretation

- 1.1 The definitions and rules of interpretation in this clause apply in this agreement.

Authorised Users: those employees, agents and independent contractors of the Customer who are authorised by the Customer to use the Services and the Documentation, as further described in clause 2.2(d).

Confidential Information: information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 11.1.

Control: ownership, directly or indirectly of 50 per cent or more of the voting stock or equity interest of the subject person.

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

Documentation: the document made available to the Customer by LEADCHEF online via *leadchef.ai*, *app.leadchef.ai* or such other web address notified by LEADCHEF to the Customer from time to time which sets out a description of the Services and the user instructions for the Services.

Effective Date: the date of this agreement.

Heightened Cybersecurity Requirements: any laws, regulations, codes, guidance (from regulatory and advisory bodies, whether mandatory or not), international and national standards, industry schemes and sanctions, which are applicable to either the Customer or an Authorised User (but not LEADCHEF) relating to security of network and information systems and security breach and incident reporting requirements.

Initial Subscription Term: the initial term of this agreement as set out in Schedule 1.

Mandatory Policies: LEADCHEF's Privacy Policy and Website Terms, as amended by notification to the Customer from time to time.

Renewal Period: the period described in clause 14.1.

Services: the subscription services provided by LEADCHEF to the Customer under this agreement via leadchef.ai, app.leadchef.ai or any other website notified to the Customer by LEADCHEF from time to time, as more particularly described in the Documentation.

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

Subscription Fees: the subscription fees payable by the Customer to LEADCHEF for the Subscription Plans, as set out in Schedule 1.

Subscription Term: has the meaning given in clause 14.1 (being the Initial Subscription Term together with any subsequent Renewal Periods).

Subscription Plan(s): the subscription plan(s) purchased by the Customer pursuant to clause 9.1 which entitle Authorised Users to access and use the Services and the Documentation in accordance with this agreement. Available Subscription Plans are set out in Schedule 1.

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 interpreted accordingly.

- 1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 A reference to a company includes any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular includes the plural and in the plural includes the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender includes a reference to the other genders.
- 1.7 A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this agreement.
- 1.8 A reference to a statute or statutory provision includes all subordinate legislation made as at the date of this agreement under that statute or statutory provision.
- 1.9 A reference to **writing** or **written** excludes fax but not email.
- 1.10 References to clauses and schedules are to the clauses and schedules of this agreement; references to paragraphs are to paragraphs of the relevant schedule to this agreement.

2. Subscription Plans

2.1 Subject to the Customer purchasing the Subscription Plans in accordance with clause 3.3 and clause 9.1, the restrictions set out in this clause 2 and the other terms and conditions of this agreement, LEADCHEF hereby grants to the Customer a non-exclusive, non-transferable right and licence, without the right to grant sublicences, to permit the Authorised Users to use the Services and the Documentation during the Subscription Term solely for the Customer's internal business operations.

2.2 In relation to the Authorised Users, the Customer undertakes that:

- (a) the maximum number of Authorised Users that it authorises to access and use the Services and the Documentation shall not exceed the number of Subscription Plans it has purchased from time to time;
- (b) it will not allow or suffer any Subscription Plan to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the Services and/or Documentation;
- (c) each Authorised User shall keep a secure password for their use of the Services and Documentation and that each Authorised User shall keep their password confidential;
- (d) it shall maintain a written, up to date list of current Authorised Users and provide such list to LEADCHEF within 5 days of LEADCHEF's written request at any time or times;
- (e) it shall permit LEADCHEF or LEADCHEF's designated auditor to audit the Services in order to establish the name and password of each Authorised User and the Customer's data processing facilities to audit compliance with this agreement. Each such audit may be conducted no more than once per quarter, at LEADCHEF's expense, and this right shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with the Customer's normal conduct of business;
- (f) if any of the audits referred to in clause 2.2(e) reveal that any password has been provided to any individual who is not an Authorised User, then without prejudice to LEADCHEF's other rights, the Customer shall promptly disable such passwords and LEADCHEF shall not issue any new passwords to any such individual; and
- (g) if any of the audits referred to in clause 2.2(e) reveal that the Customer has underpaid Subscription Fees to LEADCHEF, then without prejudice to LEADCHEF's other rights, the Customer shall pay to LEADCHEF an amount equal to such underpayment as calculated in accordance with the prices set out Schedule 1 within 10 days of the date of the relevant audit.

2.3 The Customer shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the 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;

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

2.4 The Customer shall not:

- (a) except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this agreement:
 - (i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means; or
 - (ii) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software or the Services; or
- (b) access all or any part of the Services to build a product or service which competes with the Services; or
- (c) use the Services and/or Documentation to provide services to third parties; or
- (d) subject to clause 22.1, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Documentation available to any third party except the Authorised Users, or
- (e) attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation, other than as provided under this clause 2; or
- (f) introduce or permit the introduction of any Virus or Vulnerability into the Services or LEADCHEF's network and information systems.

2.5 The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify LEADCHEF.

2.6 If the Customer is a company, the rights provided under this clause 2 are granted to the Customer only, and shall not be considered granted to any subsidiary or holding company of the Customer.

3. Additional Subscription Plans

3.1 Subject to clause 3.2 and clause 3.3, the Customer may, from time to time during any Subscription Term, upgrade or purchase additional Subscription Plans.

3.2 If the Customer wishes to upgrade or purchase additional Subscription Plans, the Customer shall notify LEADCHEF in writing. LEADCHEF shall evaluate such request and respond to the Customer with approval or rejection of the request.

- 3.3 If LEADCHEF approves the Customer's request, the Customer shall, within 30 days of the date of LEADCHEF's invoice, pay to LEADCHEF the relevant fees and, if such upgrade or additional Subscription Plans 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 LEADCHEF for the remainder of the Initial Subscription Term or then current Renewal Period (as applicable).

4. Services

- 4.1 LEADCHEF shall, during the Subscription Term, provide the Services and make available the Documentation to the Customer on and subject to the terms of this agreement.
- 4.2 LEADCHEF shall use reasonable commercial endeavours to make the Services available 24 hours a day, seven days a week, except for any time during which LEADCHEF carries out maintenance (for which LEADCHEF will provide to the Customer at least one hour's notice).
- 4.3 LEADCHEF will, as part of the Services, provide the Customer with LEADCHEF's customer support services as set out in Schedule 1.

5. Data protection

The parties shall comply with applicable data protection legislation in relation to the use of Contact Data and other personal data, as further detailed in the Privacy Policy and in the Data Processing Agreement.

6. Third party providers

The Customer acknowledges that the Services may enable or assist it to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that it does so solely at its own risk. LEADCHEF makes no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by the Customer, with any such third party. Any contract entered into and any transaction completed via any third-party website is between the Customer and the relevant third party, and not LEADCHEF. LEADCHEF recommends that the Customer refers to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. LEADCHEF does not endorse or approve any third-party website nor the content of any of the third-party website made available via the Services.

7. LEADCHEF's obligations

- 7.1 LEADCHEF shall perform the Services substantially in accordance with the Documentation and with reasonable skill and care.
- 7.2 LEADCHEF's obligations at clause 7.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to LEADCHEF's instructions, or modification or alteration of the Services by any party other than LEADCHEF or LEADCHEF's duly authorised contractors or agents. If the Services do not conform with the terms of clause 7.1, LEADCHEF will, at its expense, use reasonable commercial endeavours to correct any such non-conformance promptly. Such correction constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 7.1.

7.3 LEADCHEF:

- (a) does not warrant that:
 - (i) the Customer's use of the Services will be uninterrupted or error-free;
 - (ii) that the Services, Documentation and/or the information obtained by the Customer through the Services will meet the Customer's requirements;
 - (iii) the Software or the Services will be free from Vulnerabilities or Viruses;
 - (iv) the Software, Documentation or Services will comply with any Heightened Cybersecurity Requirements.
- (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 Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

7.4 This agreement shall not prevent LEADCHEF 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 this agreement.

7.5 LEADCHEF warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this agreement.

7.6 In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy against LEADCHEF shall be for LEADCHEF to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by LEADCHEF. LEADCHEF 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 LEADCHEF to perform services related to Customer Data maintenance and back-up for which it shall remain liable).

8. Customer's obligations

8.1 The Customer shall:

- (a) provide LEADCHEF with:
 - (i) all necessary co-operation in relation to this agreement; and
 - (ii) all necessary access to such information as may be required by LEADCHEF;

in order to provide the Services, including but not limited to Customer Data, security access information and configuration services;
- (b) without affecting its other obligations under this agreement, comply with all applicable laws and regulations with respect to its activities under this agreement;
- (c) carry out all other Customer responsibilities set out in this agreement 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, LEADCHEF may adjust any agreed timetable or delivery schedule as reasonably necessary;
- (d) ensure that the Authorised Users use the Services and the Documentation in accordance with the terms and conditions of this agreement and shall be responsible for any Authorised User's breach of this agreement;

- (e) obtain and shall maintain all necessary licences, consents, and permissions necessary for LEADCHEF, its contractors and agents to perform their obligations under this agreement, including without limitation the Services;
 - (f) ensure that its network and systems comply with the relevant specifications provided by LEADCHEF from time to time; and
 - (g) be, to the extent permitted by law and except as otherwise expressly provided in this agreement, solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to LEADCHEF's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.
- 8.2 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.
- 9. Charges and payment**
- 9.1 The Customer shall pay the Subscription Fees to LEADCHEF for the Subscription Plans in accordance with this clause 9 and Schedule 1.
- 9.2 The Customer shall on the Effective Date provide to LEADCHEF valid, up-to-date and complete credit card details or approved purchase order information acceptable to LEADCHEF and any other relevant valid, up-to-date and complete contact and billing details and, if the Customer provides:
- (a) its credit card details to LEADCHEF, the Customer hereby authorises LEADCHEF to bill such credit card:
 - (i) on the Effective Date for the Subscription Fees payable in respect of the Initial Subscription Term; and
 - (ii) subject to clause 14.1, on or after the first date of each Renewal Period;
 - (b) its approved purchase order information to LEADCHEF, LEADCHEF shall invoice the Customer:
 - (i) on the Effective Date for the Subscription Fees payable in respect of the Initial Subscription Term; and
 - (ii) subject to clause 14.1, at least 30 days prior to each anniversary of the Effective Date for the Subscription Fees payable in respect of the next Renewal Period,

and the Customer shall pay each invoice within 30 days after the date of such invoice.
- 9.3 If LEADCHEF has not received payment within 30 days after the due date, and without prejudice to any other rights and remedies of LEADCHEF:
- (a) LEADCHEF may, on no less than 5 days' notice to the Customer and without liability to the Customer, disable the Customer's password, account and access to all or part of the Services and LEADCHEF shall be under no obligation to provide any or all of the 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 3% over the then current base lending rate of LEADCHEF's bankers in the US from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.
- 9.4 All amounts and fees stated or referred to in this agreement:
 - (a) shall be payable in United States Dollars (**USD**);
 - (b) are, subject to clause 13.3(b), non-cancellable and non-refundable;
 - (c) are exclusive of value added tax, which shall be added to LEADCHEF's invoice(s) at the appropriate rate.
- 9.5 LEADCHEF shall be entitled to increase the Subscription Fees, the fees payable in respect of the additional Subscription Plans purchased pursuant to clause 3.3 at the start of each Renewal Period upon 30 days' prior notice to the Customer and Schedule 1 shall be deemed to have been amended accordingly.
- 10. Proprietary rights**
- 10.1 The Customer acknowledges and agrees that LEADCHEF and/or its licensors own all intellectual property rights in the Services and the Documentation. Except as expressly stated herein, this agreement does not grant the Customer any rights to, 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 Services or the Documentation.
- 10.2 LEADCHEF confirms that it has all the rights in relation to the Services and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this agreement.
- 11. Confidentiality and compliance with policies**
- 11.1 **Confidential Information** means all confidential information (however recorded or preserved) disclosed by a party or its Representatives (as defined below) to the other party and that party's Representatives whether before or after the date of this agreement in connection with this agreement and the Services, including but not limited to:
 - (a) the terms of this agreement or any agreement entered into in connection with this agreement;
 - (b) any information that would be regarded as confidential by a reasonable businessperson relating to:
 - (i) the business, assets, affairs, customers, clients, LEADCHEFs, plans, intentions, or market opportunities of the disclosing party; and
 - (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party; and
 - (c) any information developed by the parties in the course of carrying out this agreement.
- 11.2 **Representatives** means, in relation to a party, its employees, officers, contractors, subcontractors, representatives and advisers.
- 11.3 The provisions of this clause shall not apply to any Confidential Information that:
 - (a) is or becomes generally available to the public (other than as a result of its disclosure by the receiving party or its Representatives in breach of this clause);

- (b) was available to the receiving party on a non-confidential basis before disclosure by the disclosing party;
 - (c) was, is or becomes available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party;
 - (d) the parties agree in writing is not confidential or may be disclosed; or
 - (e) is developed by or for the receiving party independently of the information disclosed by the disclosing party.
- 11.4 Each party shall keep the other party's Confidential Information secret and confidential and shall not:
 - (a) use such Confidential Information except for the purpose of exercising or performing its rights and obligations under or in connection with this agreement (**Permitted Purpose**); or
 - (b) disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this clause 11.
- 11.5 A party may disclose the other party's Confidential Information to those of its Representatives who need to know such Confidential Information for the Permitted Purpose, provided that:
 - (a) it informs such Representatives of the confidential nature of the Confidential Information before disclosure; and
 - (b) at all times, it is responsible for such Representatives' compliance with the confidentiality obligations set out in this clause.
- 11.6 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 the disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 11.5, it takes into account the reasonable requests of the other party in relation to the content of the disclosure.
- 11.7 Each party reserves all rights in its Confidential Information. No rights or obligations in respect of a party's Confidential Information other than those expressly stated in this agreement are granted to the other party, or to be implied from this agreement.
- 11.8 On termination or expiry of this agreement, each party shall:
 - (a) destroy or return to the other party all documents and materials (and any copies) containing, reflecting, incorporating or based on the other party's Confidential Information;
 - (b) erase all the other party's Confidential Information from computer and communications systems and devices used by it, including such systems and data storage services provided by third parties (to the extent technically and legally practicable); and
 - (c) certify in writing to the other party that it has complied with the requirements of this clause, provided that a recipient party may retain documents and materials

containing, reflecting, incorporating or based on the other party's Confidential Information to the extent required by law or any applicable governmental or regulatory authority.

- 11.9 No party shall make, or permit any person to make, any public announcement concerning this agreement without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.
- 11.10 Except as expressly stated in this agreement, no party makes any express or implied warranty or representation concerning its Confidential Information.
- 11.11 The above provisions of this clause 11 shall survive for a period of five years from termination or expiry of this agreement.
- 11.12 In performing its obligations under this agreement, the Customer shall comply with the Mandatory Policies.

12. Indemnity

- 12.1 The Customer shall defend, indemnify and hold harmless LEADCHEF 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) LEADCHEF 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.
- 12.2 LEADCHEF shall defend the Customer, its officers, directors and employees against any claim that the Customer's use of the Services or Documentation in accordance with this agreement infringes any patent effective as of the Effective Date, copyright, trademark, database right or right of confidentiality, and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims, provided that:
 - (a) LEADCHEF is given prompt notice of any such claim;
 - (b) the Customer does not make any admission, or otherwise attempt to compromise or settle the claim and provides reasonable co-operation to LEADCHEF in the defence and settlement of such claim, at LEADCHEF's expense; and
 - (c) LEADCHEF is given sole authority to defend or settle the claim.
- 12.3 In the defence or settlement of any claim, LEADCHEF may procure the right for the Customer to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate this agreement on two days' notice to the Customer without any additional liability or obligation to pay liquidated damages or other additional costs to the Customer.
- 12.4 In no event shall LEADCHEF, 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 Services or Documentation by anyone other than LEADCHEF;

- (b) the Customer's use of the Services or Documentation in a manner contrary to the instructions given to the Customer by LEADCHEF;
 - (c) the Customer's use of the Services or Documentation after notice of the alleged or actual infringement from LEADCHEF or any appropriate authority; or
 - (d) the Customer's breach of this agreement.
- 12.5 The foregoing and clause 13.3(b) state the Customer's sole and exclusive rights and remedies, and LEADCHEF's (including LEADCHEF's employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.
- 13. Limitation of liability**
- 13.1 Except as expressly and specifically provided in this agreement:
 - (a) the Customer assumes sole responsibility for results obtained from the use of the Services and the Documentation by the Customer, and for conclusions drawn from such use. LEADCHEF shall have no liability for any damage caused by errors or omissions in any Customer Data, information, instructions or scripts provided to LEADCHEF by the Customer in connection with the Services, or any actions taken by LEADCHEF 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 this agreement; and
 - (c) the Services and the Documentation are provided to the Customer on an "as is" basis.
- 13.2 Nothing in this agreement excludes the liability of LEADCHEF:
 - (a) for death or personal injury caused by LEADCHEF's negligence; or
 - (b) for fraud or fraudulent misrepresentation.
- 13.3 Subject to clause 13.1 and clause 13.2:
 - (a) LEADCHEF shall have no liability for any:
 - (i) loss of profits,
 - (ii) loss of business,
 - (iii) wasted expenditure,
 - (iv) depletion of goodwill and/or similar losses,
 - (v) loss or corruption of data or information, or
 - (vi) any special, indirect or consequential loss, costs, damages, charges or expenses; and
 - (b) LEADCHEF's total aggregate liability to the Customer (including in respect of the indemnity at clause 12.2), in respect of all breaches of duty occurring within any contract year shall not exceed the cap.
 - (c) In clause 13.3(b), the cap is the total Subscription Fees paid in respect of the affected Services within the 30 days prior to the alleged liability arising.
- 13.4 References to liability in this clause 13 include every kind of liability arising under or in connection with this agreement including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

13.5 Nothing in this agreement excludes the liability of the Customer for any breach, infringement or misappropriation of LEADCHEF's Intellectual Property Rights.

14. Term and termination

14.1 This agreement shall, unless otherwise terminated as provided in this clause 14, commence on the Effective Date and shall continue for the Initial Subscription Term and, thereafter, if the Customer has purchased a Subscription Plan that is:

- (a) a Free Trial (as described in Schedule 1), this agreement shall expire;
- (b) any other type of Subscription Plan (as in Scheduled 1), this agreement shall be automatically renewed for successive periods equal to the Initial Subscription Term (each a **Renewal Period**), unless:
 - (i) either party notifies the other party of termination, in writing, at least 30 days before the end of the Initial Subscription Term or any Renewal Period, in which case this agreement shall terminate upon the expiry of the applicable Initial Subscription Term or Renewal Period; or
 - (ii) otherwise terminated in accordance with the provisions of this agreement;

and the Initial Subscription Term together with any subsequent Renewal Periods shall constitute the **Subscription Term**.

14.2 Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if the other party:

- (a) fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment;
- (b) commits a material breach of any other term of this agreement and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so; or
- (c) suspends, or threatens to suspend to carry on its business;
- (d) becomes (or takes any steps to become) bankrupt, insolvent or enters any form of insolvency, liquidation, administration, receivership or similar process.

14.3 On termination of this agreement for any reason:

- (a) all licences granted under this agreement shall immediately terminate and the Customer shall immediately cease all use of the Services and/or the Documentation;
- (b) 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;
- (c) LEADCHEF may destroy or otherwise dispose of any of the Customer Data in its possession unless LEADCHEF receives, no later than ten days after the effective date of the termination of this agreement, a written request for the delivery to the Customer of the then most recent back-up of the Customer Data. LEADCHEF 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 LEADCHEF in returning or disposing of Customer Data; and

- (d) 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 the agreement which existed at or before the date of termination shall not be affected or prejudiced.

15. Force majeure

Neither party shall be in breach of this agreement or otherwise liable for any delay or failure in the performance of its obligations for so long as and to the extent that such delay or failure results from events, circumstances or causes beyond its reasonable control. Scheduled or emergency temporary maintenance affecting LEADCHEF or its Representatives shall be a force majeure event.

16. Conflict

If there is an inconsistency between any of the provisions in the main body of this agreement and the Schedules, the provisions in the main body of this agreement prevail.

17. Variation

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

18. Waiver

18.1 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

18.2 A delay or failure to exercise, or the single or partial exercise of, any right or remedy does not waive that or any other right or remedy, nor does it prevent or restrict the further exercise of that or any other right or remedy.

19. Rights and remedies

Except as expressly provided in this agreement, the rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

20. Severance

20.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.

20.2 If any provision or part-provision of this agreement 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 agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances and understandings between them, whether written or oral, relating to its subject matter.

21.2 Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.

21.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

22. Assignment

22.1 The Customer shall not, without the prior written consent of LEADCHEF, assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement.

22.2 LEADCHEF may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this agreement, provided that it gives prior written notice of such dealing to the Customer.

23. No partnership or agency

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

24. Third party rights

A person who is not a party to this Agreement shall not have any rights under it except for any of LEADCHEF's Affiliates who shall be intended third party beneficiaries.

25. Notices

Unless otherwise agreed in writing, notices under this Agreement shall be by email.

26. Law and jurisdiction

This Agreement and any claim (including any non-contractual claim) arising from or in relation to it shall be governed by and construed in accordance with the law of England and Wales. The parties submit to the exclusive jurisdiction of the courts of England and Wales.

Schedule 1 Subscription Plans

Subscription Plan	Support*	Initial Subscription Term	Contact Limit**	Subscription Fees (USD)	Billing
Free Trial	Standard	60 days	2,500	N/A	N/A
Lite	Standard	1 month	2,500	169.99	Monthly
Lite	Standard	12 months	2,500	1,650.00	Annual
Starter	Standard	1 month	5,000	289.99	Monthly
Starter	Standard	12 months	5,000	2,750.00	Annual
Pro	Premium	1 month	10,000	429.99	Monthly
Pro	Premium	12 months	10,000	4,150.00	Annual
Enterprise	Premium	N/A	N/A	N/A	N/A

Key:***Support:**

- **Standard:** 9.00 am to 6.00 pm local California time, weekdays only.
- **Premium Support:** 24 hours a day, seven days a week.

****Contact Limit:** the maximum number of individuals identified by the Customer for the purpose of tracking those individuals' job movements monthly using LEADCHEF's Services.