



## Wisdom

### Software As A Service (SAAS) Agreement

This Agreement governs the Customer's use of the Supplier's Services. By accepting this Agreement or executing an Order Form that references this Agreement, the Customer agrees to the terms of this Agreement.

If the individual accepting this Agreement is accepting on behalf of a company or other legal entity, such individual represents that they have the authority to bind such entity and its affiliates to these terms and conditions, in which case the term "Customer" shall refer to such entity and its affiliates. If the individual accepting this agreement does not have such authority or does not agree with the terms and conditions, such individual must not accept this Agreement and may not use the Services.

This Agreement was last updated on April 16, 2025. It is effective between the Customer and the Supplier as of the date of the Customer accepting this Agreement (the "**Effective Date**").

#### BACKGROUND

- (A) The Supplier has developed a software tool, Wisdom ("**Wisdom**"), which it makes available to subscribers online on an annual subscription basis for the purposes of monitoring the Customer's employer brand and deriving insights to support the Customer's employer brand strategy.
- (B) The Customer wishes to use the Supplier's service in its business operations.
- (C) The Supplier has agreed to provide, and the Customer has agreed to take and pay for, the Supplier's service subject to the terms and conditions of this Agreement and the Order Form.

#### AGREED TERMS

- 1. **Interpretation**
- 1.1. **Definitions and interpretation**

The definitions and rules of interpretation in this clause apply to this Agreement.

**Affiliate** means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. “**Control**,” for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

**Agreement** means this software as a service agreement.

**Authorised Users** means those employees, agents and independent contractors of the Customer, its subsidiaries and affiliates, who are authorised by the Customer to use the Services and the Documentation.

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

**Change of Control** shall be as defined in section 1124 of the Corporation Tax Act 2010, and the expression change of control shall be construed accordingly OR means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the general management of the company, and controls, controlled and the expression change of control shall be interpreted accordingly.

**Confidential Information** means information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 10.1 of this Agreement.

**Customer** means in the case of an individual accepting this Agreement on his or her own behalf, such individual, or in the case of an individual accepting this Agreement on behalf of a company or other legal entity, the company or other legal entity for which such individual is accepting this Agreement, and Affiliates of that company or entity (for so long as they remain Affiliates) which have entered into Order Forms.

**Customer Data** means the data inputted by the Customer, Authorised Users, or the Supplier on the Customer's behalf for the purpose of using the Services or facilitating the Customer's use of the Services and any data generated by, or derived from the Customer's use of the Services, whether hosted or stored within the Services or elsewhere.

**Cybersecurity Requirements** means all laws, regulations, codes, guidance (from regulatory and advisory bodies, whether mandatory or not), international and national standards, and sanctions, applicable to either party, relating to security of network and information systems and security breach and incident reporting requirements, including the Data Protection Legislation, the Cybersecurity Directive ((EU) 2016/1148), Commission Implementing Regulation ((EU) 2018/151), the Network and Information Systems Regulations 2018 (SI 506/2018), all as amended or updated from time to time.

**Documentation** means any and all written materials pertaining to the Wisdom system and the methodologies for supplying it.

**Good Industry Practice** means the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be expected from a leading company within the relevant industry or business sector.

**Incident** means any Vulnerability, Virus or security incident which:

- (a) may affect the Software or the Services;
- (b) may affect the Supplier's network and information systems, such that it could potentially affect the Customer or the Software or the Services; or
- (c) is reported to the Supplier by the Customer.

**Initial Subscription Term** means the initial term of this Agreement as set out in the Order Form.

**Intellectual Property Rights (“IPR”)** means patents, rights to inventions, copyright and neighbouring and related rights, trade marks, business names and domain names, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**Known Vulnerability** means any Vulnerability that has either:

- (a) been assigned a Common Vulnerabilities and Exposures (“CVE”) number;
- (b) been disclosed on the National Vulnerability Database available at the website operated by the US National Institute of Standards and Technology (“NIST”) from time to time; or
- (c) been disclosed on the internet, or any open public database, such that it would be revealed by reasonable searches conducted in accordance with Good Industry Practice.

**Latent Vulnerability** means any instances of typical classes of Vulnerability, including without limitation buffer overflows, cross-site scripting (“XSS”) and Structure Query Language (“SQL”) injection.

**Mitigate** means the taking of such reasonable steps that would be taken a prudent supplier in accordance with Good industry Practice to mitigate against the Incident in question, which may include (in the case of a Vulnerability) coding changes, but could also include specification changes (for example, removal of affected protocols or functionality in their entirety) provided these are approved by the Customer in writing in advance, and the terms Mitigated and Mitigation shall be construed accordingly.

**Normal Business Hours** means 8.00 am to 6.00 pm local UK time, each Business Day.

**Order Forms** means an ordering document or online order specifying the Services to be provided hereunder that is entered into between Customer and Supplier or any of their Affiliates, including any addenda and supplements thereto. By entering into an Order Form hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto.

**Renewal Period** means the period described in clause 14.1.

**Services** means the subscription services provided by the Supplier to the Customer under this Agreement via <https://app.wisdomdata.io> or any other website notified to the Customer by the Supplier from time to time, as described in the Documentation.

**Software** means the online software applications provided by the Supplier as part of the Services.

**Subscription Fees** means the subscription fees payable by the Customer to the Supplier for the User Subscriptions, as set out in paragraph 1 of the Order Form.

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

**Supplier** means DIA Research Limited, incorporated and registered in England and Wales with company number 15150620 whose registered office is at 1 Beauchamp Court, 10 Victors Way, Barnet, Hertfordshire, United Kingdom, EN5 5TZ.

**User Subscriptions** means the user subscriptions purchased by the Customer pursuant to clause 8.1 which entitle Authorised Users to access and use the Services and the Documentation in accordance with this Agreement.

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

1.2. **Interpretation**

Clauses and paragraph headings shall not affect the interpretation of this Agreement.

1.3. **Person and assigns**

A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and any of its legal and personal representatives, successors or permitted assigns.

1.4. **Company**

A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.5. **Singular and plural**

Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.6. **Genders**

Unless the context otherwise requires, references to one gender shall include a reference to the other genders.

1.7. **Statutory references**

A reference to a statute or statutory provision is a reference to it as at the date of this Agreement.

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.

1.8. **Written excludes email**

A reference to writing or written excludes faxes but not e-mail.

## 2. **User subscriptions**

### 2.1. **Licence to use**

The Supplier 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 as specified in the Order Form 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) **User Subscriptions**

the maximum number of Authorised Users that it authorises to access and use the Services and the Documentation shall not exceed the number of User Subscriptions it has purchased from time to time as specified in the Order Form;

#### (b) **Assignment of subscription**

it will not allow or suffer any User Subscription 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) **Audit rights**

it shall, no more frequently than once per year, permit the Supplier or the Supplier's designated auditor to audit the Services, or use the Supplier's requested software reporting, at the Supplier's cost, to verify that the Customer's use of the Services does not exceed the number of User Subscriptions purchased by the Customer.

#### (d) **Underpayment of fees**

If any of the audits referred to in clause 2.2(c)) reveal that the Customer has underpaid Subscription Fees to the Supplier, then without prejudice to the Supplier's other rights, the Customer shall pay to the Supplier an amount equal to such underpayment as calculated in accordance with the Order Form in accordance with clause 8.

### 2.3. The Customer shall not knowingly:

#### (a) **No viruses**

distribute or transmit to the Supplier, via the Services, any Viruses or Known Vulnerability or Latent Vulnerability;

(b) **Prohibited content**

store, access, publish, disseminate, distribute or transmit via the Services any material which:

(i) **Prohibited content**

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

(ii) facilitates illegal activity;

(iii) depicts sexually explicit images;

(iv) promotes unlawful violence;

(v) **Discriminatory**

is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or

(vi) **Illegal or harmful**

is otherwise illegal or causes damage or injury to any person or property;

and the Supplier reserves the right, on no less than thirty (30) days' prior written notice to the Customer, such notice specifying the breach of this clause and requiring it to be remedied within the thirty (30) day period, to disable the Customer's access to the Services for the duration of time that the breach remains unremedied.

2.4. The Customer shall not:

(a) **Exceptions**

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) **Copy, modify, distribute**

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) **Reverse engineering**

attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software;

(b) **Non-compete**

access all or any part of the Services and Documentation in order to build a product or service which competes with the Services and/or the Documentation;

(c) **Reseller agreement**

use the Services and/or Documentation to provide services to third parties;

(d) **No third-party access**

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) **Unauthorised access**

No person shall attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation other than as provided under this clause 2.

2.5. **Unauthorised access**

The Customer shall use all reasonable efforts to prevent any unauthorised access to, or use of, the Services and/or the Documentation, and if there is any such unauthorised access or use, promptly notify the Supplier.

2.6. **Customer rights**

The rights provided under this clause 2 are granted to the Customer or any subsidiary or holding company of the Customer.

3. **Additional user subscriptions**

### 3.1. **Purchase additional subscriptions**

The Customer may, from time to time during any Subscription Term purchase additional geographic regions and additional Authorised Users in addition to that set out in paragraph 1 of the Order Form.

If the Customer wishes to purchase additional Authorised Users or geographic regions, the Customer shall notify the Supplier in writing and the Supplier shall respond within seven (7) days of receiving written notification from the Customer.

### 3.2. **Paying for additional Authorised Users or geographic regions**

The Customer shall, within 30 days of the date of the Supplier's invoice, pay to the Supplier any relevant fees as set out in paragraph 2 of Order Form for such additional subscriptions

## 4. **Services**

### 4.1. **Provide services**

The Supplier shall provide the Services and make available the Documentation to the Customer during the Subscription Term in accordance with this Agreement.

### 4.2. **Service availability**

The Supplier shall use commercially reasonable efforts to make the Services available 24 hours a day, seven days a week, except for:

#### (a) **Maintenance window**

planned maintenance carried out during the maintenance window of 10.00 pm to 6.00 am UK time; and

#### (b) **Maintenance outside business hours**

unscheduled maintenance performed outside Normal Business Hours, provided that the Supplier has given the Customer at least 6 Normal Business Hours' notice in advance.

### 4.3. **Customer support**

The Supplier will, as part of the Services and at no additional cost to the Customer, provide the Customer with its standard customer support services during Normal Business Hours.

## 5. **Data protection**

## 5.1. Data Protection

- (a) Compliance with Laws: The Supplier and the Customer shall comply with all applicable data protection laws and regulations in relation to the processing of personal data under this Agreement.
- (b) Data Processing: Unless required to do so by applicable law the Supplier shall process personal data only on documented instructions from the Customer or as required for the provision of the Service.
- (c) Data Security: The Supplier shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, including measures to protect personal data from unauthorised access, use, disclosure, alteration, or destruction.
- (d) Data Breach Notification: The Supplier shall notify the Customer without undue delay upon becoming aware of a personal data breach affecting the Customer's data.
- (e) Sub-processors: The Supplier shall not engage another processor without prior specific or general written authorisation of the Customer. In the case of general written authorisation, the Supplier shall inform the Customer of any intended changes concerning the addition or replacement of other processors, thereby giving the Customer the opportunity to object to such changes.
- (f) Data Subject Rights: The Supplier shall assist the Customer, insofar as this is possible, in fulfilling the Customer's obligations to respond to requests by data subjects to exercise their rights under applicable data protection laws.
- (g) Data Retention and Deletion: Upon termination of this Agreement, the Supplier shall, at the choice of the Customer, delete or return all personal data to the Customer and delete existing copies unless applicable law requires storage of the personal data.

## 6. **Supplier's obligations**

### 6.1. **Services to be performed**

The Supplier undertakes that the Services will be performed in accordance with the Documentation and with reasonable skill and care in accordance with Good Industry Practice.

### 6.2. **Non-conformance**

The undertaking at clause 6.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to the Supplier's instructions, or modification or alteration of the Services by any party other than the Supplier or the Supplier's duly authorised contractors or agents. If the Services do not conform with the foregoing undertaking, Supplier will, at its expense, and without prejudice to Customer's other rights or remedies, correct any such non-conformance promptly.

6.3. The Supplier:

(a) **No warranty**

does not warrant that the Customer's use of the Services will be uninterrupted or error-free;

(b) **Data transfer**

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. 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.

6.4. The Supplier warrants and undertakes that that:

(a) **Licences and permissions**

it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this Agreement;

(b) **Comply with laws**

it will comply with all applicable laws and regulations with respect to its obligations under this Agreement;

(c) **Compliance**

it will co-operate with the Customer in all matters relating to the Services and comply with the Customer's instructions;

(d) **Licence compliance**

it will not do or omit to do anything which may cause the Customer to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business; and

(e) **Change of control**

The Supplier will notify the Customer in writing immediately upon the occurrence of a change of control of the Supplier.

6.5. The Supplier:

(a) **Virus protection**

The Supplier shall take all reasonable steps not to introduce any Viruses or Known Vulnerabilities or Latent Vulnerabilities into the Customer's network and information systems.

7. **Customer's obligations**

7.1. The Customer shall:

(a) provide the Supplier with:

(i) all necessary co-operation in relation to this Agreement; and

(ii) **Access to information**

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

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

(b) **Comply with law**

without affecting its other obligations under this Agreement, comply with all applicable laws and regulations with respect to its activities under this Agreement; and

(c) **Comply with specifications**

The Supplier shall ensure that its network and systems comply with the relevant specifications provided by the Supplier from time to time.

7.2. **Customer data**

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 such Customer data.

8. **Charges and payment**

8.1. **Subscription fees**

The Customer shall pay the Subscription Fees to the Supplier in accordance with this clause 8 and the Order Form.

8.2. **Billing details**

The Customer shall on the Effective Date provide approved purchase order information acceptable to the Supplier and any other relevant valid, up-to-date and complete contact and billing details.

(a) **Invoicing**

the Supplier shall invoice the Customer:

(i) **Subscription fees**

on the Effective Date for the Subscription Fees payable in respect of the Initial Subscription Term; and

(ii) **Renewal notice**

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.

8.3. **Late payment interest**

If the Supplier has not received payment within 30 days after the due date, and as the Supplier's sole remedy, 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 the Bank of England from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.

8.4. **Fees**

All amounts and fees stated or referred to in this Agreement or an Order Form:

(a) shall be payable in pounds sterling;

(b) **Value added tax**

The price of the goods excludes value added tax, which will be added to the Supplier's invoice(s) at the appropriate rate.

8.5. **Subscription fees**

The Supplier shall be entitled to increase the Subscription Fees, the fees payable in respect of the additional User Subscriptions purchased pursuant to clause 3.2 at any time after the Initial Term upon 90 days' prior notice to the Customer and the Order Form shall be deemed to have been amended accordingly. The Supplier shall not increase the Subscription Fees during the Initial Term and any increases during a renewal term shall not exceed 10% for a like-for-like service.

9. **Proprietary rights**

9.1. **Intellectual property**

The Customer acknowledges and agrees that the Supplier and/or its licensors own all intellectual property rights in the Services and Documentation, except as expressly stated in this Agreement. This Agreement does not grant the Customer any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Services or Documentation.

9.2. **Rights to services**

The Supplier confirms that it has all the rights in relation to the Services and Documentation necessary to grant all the rights it purports to grant under, and in accordance with, this Agreement.

10. **Confidentiality**

10.1. **Confidential information**

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 Wisdom, including but not limited to Wisdom platform data, including surveys and integrated data sources.

(a) **Confidential information**

any information that would be regarded as confidential by a reasonable business person relating to:

- (i) the business, assets, affairs, customers, clients, suppliers, intentions, or market opportunities of the disclosing party or of any member of the group of companies to which the disclosing party belongs); and
  - (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party (or of any member of the group of companies to which the disclosing party belongs);
- (b) any information detailed in the Order Form.

Representatives means, in relation to a party, its employees, officers, contractors, subcontractors, representatives and advisers.

#### 10.2. **Exceptions to confidentiality**

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) If the information 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) The information disclosed by the disclosing party is not the sole source of the information developed by or for the receiving party.

#### 10.3. **Keep information confidential**

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) No party shall disclose any Confidential Information in whole or in part to any third party, except as expressly permitted by this clause 10.

10.4. **Disclosing confidential information**

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) **Confidentiality agreement**

it informs such Representatives of the confidential nature of the Confidential Information before disclosure; and

(b) **Confidentiality obligations**

The Supplier shall be responsible for the Representatives' compliance with the confidentiality obligations set out in this clause at all times.

10.5. **Disclosure of Confidential Information**

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 it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 10.5, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.

10.6. **Bribery Act 2010**

A party may, provided that it has reasonable grounds to believe that the other party is involved in activity that may constitute a criminal offence under the Bribery Act 2010, disclose Confidential Information to the Serious Fraud Office without first informing the other party of such disclosure.

10.7. **Confidential information**

No party shall disclose or use any Confidential Information of the other party without the prior written consent of such party. Except as expressly stated herein, no rights or obligations in respect of a party's Confidential Information are granted to the other party, or to be implied from this Agreement.

10.8. On termination or expiry of this Agreement, each party shall:

(a) **Destroy or return**

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) **Delete confidential information**

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) **Confidential information disclosure**

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. The provisions of this clause shall continue to apply to any such documents and materials retained by a recipient party, subject to termination.

10.9. **No warranty**

Except as expressly stated in this Agreement, no party makes any express or implied warranty or representation concerning the Confidential Information.

10.10. **Aftermath of agreement**

The above provisions of this clause 10 will continue to apply for a period of five years from termination or expiry of this Agreement.

11. **Security of network and information systems**

11.1. **Notify of incident**

The Supplier shall promptly notify the Customer of any Incident and respond to all queries and requests for information from the Customer about any Incident, whether discovered by the Supplier or the Customer, taking into account the extent of any reporting obligations that may be imposed on the Customer under UK data protection legislation and that the Customer may be required to comply with statutory or other regulatory timescales.

11.2. **Business continuity**

The Supplier will take all reasonable steps to ensure the continuity of the Services, with a view to ensuring the continuity of any services provided by the Customer that rely on the Services or Software.

11.3. **Co-operation**

The Supplier agrees to co-operate with the Customer in relation to:

(a) **Regulatory requests**

any requests for information, or inspection, made by any regulator;

(b) any Incident.

11.4. **Comply with Good Industry Practice**

The Supplier shall (and warrants and represents that it shall) at all times in accordance with Good Industry Practice:

(a) **Incident management**

implement, operate, maintain, and adhere to, appropriate policies, including an incident management process which shall enable the Supplier, as a minimum, to discover and assess Incidents, and to prioritise those Incidents, sufficient to meet its reporting obligations under clause 11.2; and

(b) Mitigate against all Incidents.

11.5. **Provide policies**

The Supplier shall provide copies of the policies referred to in clause 11.4(a) upon request by the Customer.

11.6. **Indemnify for loss**

The Supplier shall indemnify the Customer against any loss or damage suffered by the Customer as a result of any breach by the Supplier of its obligations under this Agreement, which causes the Customer to breach any Cybersecurity Requirements.

12. **Indemnity**

12.1. **Intellectual property infringement**

The Supplier shall defend the Customer, the Authorised Users, its affiliates and subsidiaries and its and their officers, directors and employees against any and all liabilities (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation or all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs) suffered or

incurred or paid by the Customer arising out of or in connection with any claim brought against the Customer for infringement of a third party's intellectual property rights in any jurisdiction.

**12.2. Indemnify customer**

If the Supplier is required to indemnify the Customer under this Clause 12, the Customer shall:

**(a) IPRs claim**

notify the Supplier in writing of any claim against it in respect of which it wishes to rely on the indemnity at Clause 12.1;

**(b) Settle IPR claims**

allow the Supplier, at its own cost, to conduct all negotiations and proceedings and to settle the IPRs Claim, always provided that the Supplier shall obtain the Customer's prior approval of any settlement terms, such approval not to be unreasonably withheld;

**(c) IPRs Claim assistance**

provide the Supplier with such reasonable assistance regarding the IPRs Claim as is required by the Supplier, subject to reimbursement by the Supplier of the Customer's costs so incurred; and

**(d) IPRs Claim**

The party not wishing to make any admission relating to the IPRs Claim or attempt to settle it shall consult with the Supplier beforehand, provided that the Supplier considers and defends any IPRs Claim diligently, using competent counsel and in such a way as not to bring the reputation of the Customer into disrepute.

**12.3. Infringement defence**

In the defence or settlement of any claim, the Supplier may procure the right for the Customer to continue using the Services, replace or modify the Services without a reduction or alteration in functionality so that they become non-infringing.

**12.4. Exclusion of liability**

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

**(a) Modification**

a modification of the Services or Documentation by anyone other than the Supplier or its agents, subcontractors or partners or with the Supplier's consent or approval; or

(b) **Unauthorised use**

the Customer's use of the Services or Documentation otherwise than in accordance with the Documentation; or

(c) **Infringement notice**

The Customer will use the Services or Documentation only after notice of the alleged or actual infringement from the Supplier or any appropriate authority.

13. **Limitation of liability**

13.1. **Customer responsibility**

Except as expressly and specifically provided herein, the Customer shall assume sole responsibility for results obtained from the use of the Services and Documentation by the Customer, and for conclusions drawn from such use.

13.2. Nothing in this Agreement excludes the liability of the Supplier:

(a) **Supplier negligence**

for death or personal injury caused by the Supplier's negligence; or

(b) for fraud or fraudulent misrepresentation; or

(c) **Breach of contract**

Under clause 5, clause 6.5, clause 10, clause 11 or clause 12.

13.3. Subject to clause 13.1 and clause 13.2:

(a) **No liability**

the Supplier shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this Agreement; and

(b) **Damage and losses**

the losses for which the Supplier assumes responsibility and which shall (subject to clause 13.3(c)) be recoverable by the Customer include:

(i) **Payment**

sums paid by the Customer to the Supplier pursuant to this Agreement;

(ii) wasted expenditure;

(iii) **Replacement costs**

additional costs of procuring and implementing replacements for, or alternatives to, the Services, including consultancy costs, additional costs of management time and other personnel costs and costs of equipment and materials;

(c) **Liability limit**

The Supplier's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall not exceed £30,000.

14. **Term and termination**

14.1. **Automatic renewal**

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, this Agreement shall be automatically renewed for successive periods of 12 months (each a **Renewal Period**), unless:

(a) **Termination notice**

the Customer notifies the Supplier that it wishes to terminate this Agreement, in writing, at least 90 days before the end of the Initial Subscription Term or any subsequent Renewal Period, in which case this Agreement shall terminate upon the expiry of the applicable Initial Subscription Term or Renewal Period; or

(b) 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.

The scope and fee of a renewal will be calculated based on all the geographic regions and User Subscriptions being delivered in the most recent period prior to the Renewal Period.

14.2. **Breach of contract**

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:

(a) **Late payment**

the other party fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment;

(b) **Material breach**

the other party 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;

(c) **Insolvency**

the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or 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 (IA 1986);

(d) **Insolvency**

the other party 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 that other party with one or more other companies or the solvent reconstruction of that other party;

(e) **Insolvency**

the other party applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;

(f) **Insolvency**

a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

(g) **Appointment of administrator**

an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party (being a company, partnership or limited liability partnership);

(h) **Appointment of receiver**

the holder of a qualifying floating charge over the assets of that other party (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;

(i) **Appointment of receiver**

a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;

(j) **Enforcement action**

a creditor or encumbrancer of the other 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 the other party's assets and such attachment or process is not discharged within 14 days;

(k) **Insolvency events**

any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 14.3(c) to clause 14.3 (j) (inclusive);

(l) **Business suspension**

the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;

(m) **Financial position**

If the other party's financial position deteriorates to a point where it is reasonable to believe that its ability to carry out the terms of this Agreement is in jeopardy, then

(n) **Change of control**

There has been a change of control of the other party (within the meaning of section 1124 of the Corporation Tax Act 2010).

14.3. On termination of this Agreement for any reason:

(a) **Licence termination**

all licences granted under this Agreement shall terminate and the Customer shall cease all use of the Services and/or the Documentation on the date of termination of this Agreement;

(b) **Return belongings**

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) **Transition assistance**

the Supplier shall provide all assistance and information requested by Customer and shall co-operate with Customer and any replacement provider of the Services to facilitate a smooth transition from the Supplier; and

(d) **Accrued rights**

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 this Agreement which existed at or before the date of termination shall not be affected or prejudiced.

(e) **Invoices**

The Customer shall pay all outstanding invoices to the Supplier within 30 days of the termination date.

15. **Force majeure**

If either party is in breach of this Agreement or fails to perform any of its obligations, it will not be in breach for a period of 45 days, provided that such delay or failure results from events, circumstances or causes beyond the reasonable control of the party affected. If the period of delay or non-performance

continues for 45 days, the party not affected may terminate this Agreement by giving 7 days written notice to the affected party.

16. **Conflict**

The provisions of the main body of this Agreement shall prevail if there is an inconsistency between any of the provisions in the main body of this Agreement and the Order Form.

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, failure to exercise or the single or partial exercise of any right or remedy shall not preclude, restrict or waive that right or remedy, nor shall it prevent further action with respect to that right.

19. **Rights and remedies**

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

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. **Invalid provisions**

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

20.2. **Replacement provision**

If any provision or part-provision of this Agreement is deleted, 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. **Entire agreement**

This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances and understandings between them, whether written or oral.

21.2. **No reliance**

Each party acknowledges that 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. **No misrepresentation**

Neither party shall have any claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

21.4. **Fraudulent misrepresentation**

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

22. **Assignment**

22.1. **Assignment of rights**

The Customer shall not assign, novate, transfer, charge, sub-contract or deal in any other manner with its rights or obligations under this Agreement without the prior written consent of the Supplier.

22.2. **Assignment of agreement**

The Supplier may not assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement without the prior written consent of the Customer.

23. **No partnership or agency**

Nothing in this Agreement shall 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, assumption of any obligation or liability and exercise of any right or power).

24. **Third party rights**

Except as provided in clauses 2.6 and 12.1, this Agreement does not confer any rights on any person or party (other than the parties to this Agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

25. **Counterparts**

25.1. **Counterparts**

This Agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts together shall constitute the one agreement.

25.2. **Execution by email**

Transmission of an executed counterpart of this Agreement (but for the avoidance of doubt not just a signature page) by email (in PDF, JPEG or other agreed format) or Docusign shall take effect as the transmission of an executed "wet-ink" counterpart to this Agreement.

25.3. **Execution and delivery**

No counterpart shall be effective until each party has provided to the other an executed counterpart.

26. **Notices**

26.1. **Notices in writing**

Any notice given to a party under or in connection with this Agreement shall be in writing and shall be:

(a) **Delivery method**

delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

(b) **Email addresses**

sent by email to the following addresses (or an address substituted in writing by the party to be served):

- (i) Party 1: rich@wisdomdata.io
- (ii) Party 2: the email address of the Customer, as stated in the Order Form

26.2. Any notice shall be deemed to have been received:

(a) **Receipt of email**

If sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.

26.3. **Dispute resolution**

This clause does not apply to the service of any proceedings or other documents in any legal action, arbitration or other method of dispute resolution.

27. **Governing law**

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

28. **Jurisdiction**

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

This Agreement has been entered into on the date stated at the beginning of it.