

Where you, the **Customer**, have entered into a written licence agreement with Novantigo Ltd (a limited liability company incorporated and registered in England and Wales with company number 15390659 and whose registered office is at 71-75 Shelton Street, Covent Garden, London, WC2H 9JQ), the **Licensor**, such agreement shall take precedence over these Terms and Conditions and shall apply to your receipt and use of any information you receive from Novantigo Ltd.

1. GRANT OF LICENCE:

- 1.1 From the Commencement Date, throughout the Term, the Licensor shall grant the Customer a non-exclusive, non-transferable, non-sublicensable, revocable, limited licence to receive and to use the Intellectual Property FOR INTERNAL PURPOSES ONLY and subject to the terms and conditions of this Agreement and specifically in accordance with any additional terms as described in an Order Details.
- 1.2 Only those specific licensed rights set out in the relevant Order Details, where signed by both Parties, are granted hereunder.
- 1.3 The licence granted shall be subject to the Customer User Restrictions in Schedule 1 hereto and such other limitations contained herein to use the Intellectual Property in the Territory in accordance with the Order Details.
- 1.4 The Customer shall ensure that all Authorised Users are aware of the terms and conditions contained in this Agreement. Each Authorised User shall be subject to the restrictions and limitations contained in this Agreement. Any act or omission by an Authorised User, that would be a breach of this Agreement if committed by the Customer, shall be deemed a breach of this Agreement by the Customer.
- 1.5 No other licences or rights in or to the Intellectual Property, other than those specifically set out in this Agreement are granted.
- 1.6 Copyright and Attribution: Any use of Licensor's name, logos or brand by Customer must be approved by Licensor.

2. CUSTOMER'S RECEIPT OF INTELLECTUAL PROPERTY

- 2.1 Customer is licensed to receive Intellectual Property directly from Licensor, or by such other arrangement as may be agreed in writing between the Parties from time to time. Each Party shall be responsible at its own expense for all equipment, including without limitation any telecommunication lines and software, necessary to enable it to send and/or receive and use the Intellectual

Property and each Party shall meet its own operating and maintenance costs of all such equipment.

3. FEES

- 3.1 The Fees shall be payable in accordance with the applicable Order Details.
- 3.2 Customer shall pay all Fees, charges and other sums due to Licensor within thirty (30) days after the date of invoice issued by Licensor, or as otherwise set out in the relevant Order Details. Licensor reserves the right to issue electronic invoices in lieu of paper invoices.
- 3.3 The Customer's obligations to make payments in accordance with this clause 3 shall be considered material obligations for the purpose of this Agreement.
- 3.4 If Customer fails to make any payment due to Licensor under this Agreement by the due date for payment, then, without limiting Licensor's remedies hereunder, Customer shall pay interest on the overdue amount at the rate of be 4% per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgement. Customer shall pay the interest together with the overdue amount.
- 3.5 Unless otherwise indicated, all Fees are exclusive of VAT or any other applicable sales tax, which shall be paid by the Customer at the rate and in the manner for the time being prescribed by law.
- 3.6 Licensor reserves the right to increase the Fees, on an annual basis, by an amount equal to the percentage increase in the Consumer Price Index of the United Kingdom.
- 3.7 At least 60 days prior to the end of an Initial Term or Subsequent Term, as set out in the relevant Order Details, the Licensor, shall have right to notify the Customer of any proposed increase in the Fees, which may be higher than those increase as set out in clause 3.6. Where such increases would be higher than those set out in clause 3.6, the Customer shall have a period of 60 days in which to notify the Licensor in writing that they wish to terminate the relevant Order Details as at the end of the then current Term.

4. UNAUTHORISED USE

If any unauthorised use is made of the Intellectual Property and such use is attributable to the act or default of, or through, the Customer (including breach of any Customer User Restrictions) then, without prejudice to the Licensor's other rights and remedies, the Customer shall immediately be liable to pay the Licensor an amount equal to the Fees that the Licensor would have charged (with the Licensor providing supporting evidence), had the Licensor authorised

the unauthorised use, at the beginning of the period of that unauthorised use, together with interest at the rate provided for in clause 3.4 from the date of that unauthorised use to the date of payment.

5. CONFIDENTIALITY

5.1 Each Party acknowledges that Confidential Information may be disclosed to it under this Agreement. Each Party undertakes to hold such information in confidence and not, without the consent of the other Party, disclose it to any third party nor use it for any purpose other than in the performance of this Agreement.

5.2 This obligation does not apply to information which:

- (a) through no fault of the relevant Party, is in the public domain at the time of disclosure,
- (b) has not been identified as confidential and which no reasonable person would assume is confidential,
- (c) after disclosure become generally available to third parties through no fault of the relevant Party,
- (d) is or become rightfully known to relevant Party without restriction from another source, or
- (e) is required to be disclosed by order of legal or regulatory authorities, provided, however, that the relevant Party shall, where permitted, provide the other Party with reasonable prior written notice of such disclosure under this subsection.

6. DATA PROCESSING

6.1 Both Parties will comply with all applicable requirements of the Data Protection Legislation. This clause 6 is in addition to, and does not relieve, remove or replace, a Party's obligations under the Data Protection Legislation.

6.2 Without prejudice to the generality of clause 6, each Party shall ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of Personal Data to the other Party, where necessarily required for the performance of the services hereunder.

6.3 Without prejudice to the generality of clause 6, the Licensor shall, in relation to any Personal Data processed in connection with the performance by the Licensor of its obligations hereunder:

- (a) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result

from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

- (b) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Data Subjects has been obtained and the following conditions are fulfilled:
 - (i) the Customer or the Licensor has provided appropriate safeguards in relation to the transfer;
 - (ii) the Data Subject has enforceable rights and effective remedies;
 - (iii) the Licensor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - (iv) the Licensor complies with the reasonable instructions notified to it in advance by the Customer, where it is the Data Controller, with respect to the processing of the Personal Data;
- (c) notify the Customer, where it is the Data Controller, immediately if it receives:
 - (i) a request from a Data Subject to have access to that person's Personal Data;
 - (ii) a request to rectify, block or erase any Personal Data;
 - (iii) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation (including any communication from the Information Commissioner);
- (d) assist the Customer, where it is the Data Controller, in responding to any request from a Data Subject and in ensuring compliance with the Customer's obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (e) notify the Customer, where it is the Data Controller, immediately on becoming aware of a Personal Data breach including without limitation any event that results, or may result, in unauthorised access, loss, destruction, or alteration of Personal Data in breach of this agreement;

- (f) at the written direction of the Customer, where it is the Data Controller, delete or return Personal Data and copies thereof to the Customer on termination or expiry of the agreement unless required by the applicable laws to store the Personal Data;
- (g) maintain complete and accurate records and information to demonstrate its compliance with this clause 6 and allow for audits by the Customer or the Customer's designated auditor.

6.4 Either Party may, at any time on not less than 30 Business Days' written notice to the other Party, revise this clause 6 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this agreement).

6.5 The provisions of this clause shall apply during the continuance of the Agreement and indefinitely after its expiry or termination.

6.6 The Licensor may anonymise Personal Data for its own purposes, including statistical analysis of the use of its technology in order to improve its services.

7. ANNOUNCEMENTS AND REFERENCES

7.1 Neither Party shall make, or permit any person to make, any public announcement concerning this Agreement without the prior written consent of the other Party (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including any relevant securities exchange), any court or other authority of competent jurisdiction.

7.2 The Customer hereby grants the Licensor the right to refer to the Customer on its website and marketing materials as a customer of the Licensor, and grants the Licensor a limited perpetual license to use the Customer's name and logo on the Licensor's website for such purposes.

8. INTELLECTUAL PROPERTY RIGHTS OWNERSHIP

8.1 The Customer acknowledges that:

- (a) all Intellectual Property Rights in the Intellectual Property are the property of the Licensor or its licensors, as the case may be;
- (b) it shall have no rights in or to the Intellectual Property other than the right to use them in accordance with the express terms of this Agreement; and
- (c) the Licensor, or its licensors, has or have made and will continue to make substantial investment in the obtaining, verification, selection,

coordination, development, presentation and supply of the Intellectual Property.

- 8.2 The Customer assigns to the Supplier, and shall assign to it, with full title guarantee, all Intellectual Property Rights in any Manipulated Data it may create, by way of future assignment.
- 8.3 The Intellectual Property Rights assigned to the Supplier under clause 8.2 shall be deemed to be included in the Licence from the date when such rights arise.
- 8.4 Where applicable, any display of the Intellectual Property, by the Customer shall credit, wherever technically and commercially feasible, the Licensor, any licensor of the Licensor or any other source of the Intellectual Property specified by the Licensor as the source of the Intellectual Property.
- 8.5 During and after the Term, Customer will, at Licensor's written request and reasonable expense, take all reasonable efforts as Licensor, acting reasonably, deems necessary for the protection and enforcement of the Intellectual Property Rights of Licensor, including, but not limited to, execution of mutually agreeable written documents or co-operation in litigation.
- 8.6 The Licensor shall indemnify, defend and hold harmless the Customer and/or Customer Affiliates against all claims, demands, suits, liabilities, costs, expenses (including legal fees), damages and losses suffered or incurred by the Customer and/or Customer Affiliates arising directly out of any actual infringement of a third party's intellectual property rights during the use by the Customer and/or Customer Affiliates of the Intellectual Property in accordance with the terms herein.

9. WARRANTIES

- 9.1 The Licensor warrants that it has the right to license the use of the Intellectual Property as specified in this Agreement.
- 9.2 Except as expressly stated in this Agreement, all warranties, conditions and terms, whether express or implied by statute, common law or otherwise are hereby excluded to the extent permitted by law.
- 9.3 Without limiting the effect of clause 9.2, the Licensor does not warrant that the Intellectual Property is accurate, complete, reliable, secure, useful, fit for purpose or timely.
- 9.4 EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, LICENSOR DOES NOT GUARANTEE OR MAKE ANY WARRANTY IN RESPECT OF THE COMPLETENESS, TIMELINESS OR ACCURACY OF THE INTELLECTUAL PROPERTY AND SHALL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS CONTAINED THEREIN OR ANY DELAYS IN PROVIDING

SUCH INTELLECTUAL PROPERTY, FAILURE TO ACCESS THE SAME OR LICENSOR'S INABILITY TO PROVIDE THE INTELLECTUAL PROPERTY. THE INTELLECTUAL PROPERTY AND ANY RELATED SERVICES PROVIDED BY LICENSOR HEREUNDER ARE PROVIDED TO THE CUSTOMER ON AN "AS IS" AND "AS AVAILABLE" BASIS AND LICENSOR DOES NOT GIVE ANY ADDITIONAL WARRANTIES OR CONDITIONS, WHETHER EXPRESS OR IMPLIED BY STATUTE, COMMON LAW OR OTHERWISE (INCLUDING BUT NOT LIMITED TO SATISFACTORY QUALITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE), IN CONNECTION WITH THIS AGREEMENT. THE INTELLECTUAL PROPERTY IS NOT INTENDED TO AMOUNT TO ADVICE. PROFESSIONAL OR SPECIALIST ADVICE SHOULD BE TAKEN BEFORE ANY ACTION IS TAKEN ON THE BASIS OF THE INTELLECTUAL PROPERTY.

- 9.5 THE INTELLECTUAL PROPERTY SHOULD NOT BE CONSTRUED AS, AN OFFER, BID OR SOLICITATION IN RELATION TO ANY FINANCIAL PRODUCTS, OR ADVICE AS TO SUCH ACTIONS IN RELATION TO ANY FINANCIAL PRODUCTS.

10. LIMITATION OF LIABILITY

10.1 The Customer acknowledges that:

- (a) the use and interpretation of the Intellectual Property requires specialist skill and knowledge of financial markets;
- (b) the Customer has that skill and knowledge and undertakes that it will exercise that skill and knowledge and appropriate judgement when using the Data;
- (c) the Customer shall, except as expressly set out in this Agreement, be solely responsible, as against the Supplier, for any opinions, recommendations, forecasts or other conclusions made or actions taken by it based (wholly or in part) on the Intellectual Property;
- (d) it is in the best position to ascertain any likely loss it may suffer in connection with this Agreement, that it is therefore responsible for making appropriate insurance arrangements to address the risk of any such loss and that the provisions of this clause 10 are reasonable in these circumstances; and
- (e) Licensor's obligations as set forth in clause 9.6 above.

10.2 Neither Party excludes or limits liability to the other Party for:

- (a) fraud or fraudulent misrepresentation;
- (b) death or personal injury caused by negligence; or

- (c) any matter in respect of which it would be unlawful for the Parties to exclude liability.

10.3 Subject to clause 10.1, neither Party shall in any circumstances be liable whether in contract, tort (including for negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, for:

- (a) any loss (whether direct or indirect) of profits, business, business opportunities, revenue, turnover, reputation or goodwill;
- (b) any loss or corruption (whether direct or indirect) of data or information;
- (c) loss (whether direct or indirect) of anticipated savings, investment value, or wasted expenditure (including management time);
- (d) special or consequential loss or damage howsoever arising; or
- (e) any loss or liability (whether direct or indirect) under or in relation to any other contract.

10.4 Subject to clause 10.1, each Party's total aggregate liability in contract, tort (including negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement or any collateral contract shall in all circumstances be limited to the lesser of:

- (a) £50,000; and
- (b) 50% of the total Fees paid by the Customer to the Licensor during the 6-month period immediately before the date on which the cause of action first arose.

For the avoidance of doubt this limitation shall not apply to the Customer's obligation to pay the Fees in accordance with clause 3.

11. TERM AND TERMINATION

11.1 Unless terminated earlier in accordance with clause 11.2, these Terms and Conditions shall remain in full force and effect throughout the terms specified within the various Order Details.

11.2 Without prejudice to any rights that have accrued under this Agreement, or any of its rights or remedies, either Party may terminate this Agreement with immediate effect by giving written notice to the other Party if:

- (a) the other Party is subject to some form of regulatory sanction following a regulatory investigation, including but not limited to an investigation by the Financial Conduct Authority;

- (b) the other Party is engaged in any activity in which the relevant Party reasonably believes would be harmful to its reputation;
- (c) 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;
- (d) the other Party commits a material breach of any material term of this Agreement (other than failure to pay any amounts due under this Agreement) and (if that breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
- (e) the other Party:
 - (i) suspends, or threatens to suspend, payment of its debts;
 - (ii) is unable to pay its debts as they fall due or admits inability to pay its debts;
 - (iii) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986.
- (f) 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 (in the case of a company) 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) 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 (being a company) 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;
- (h) 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);
- (i) the holder of a qualifying floating charge over the assets of that other Party (being a company) has become entitled to appoint or has appointed an administrative receiver;
- (j) 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;
- (k) a creditor or encumbrancer of the other Party attaches or takes possession of, or a distress, execution, sequestration or other similar process is levied or enforced on or sued against, the whole or any part

of the other Party's assets and that attachment or process is not discharged within 14 days;

- (l) 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 11.2(e) to clause 11.2(k) (inclusive);
- (m) the other Party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

11.3 Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination of this Agreement shall remain in full force and effect.

11.4 Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

11.5 On any termination of this Agreement for any reason or expiry of the term of a relevant Order Details, the Customer shall immediately pay any outstanding amounts owed to the Licensor under the relevant Order Details outstanding at that time.

12. FORCE MAJEURE

Neither Party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the affected Party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 30 days, the Party not affected may terminate this Agreement by giving 10 days' written notice to the affected Party.

13. ASSIGNMENT

13.1 Neither Party shall assign, transfer, mortgage, charge, sub-contract, declare a trust of or deal in any other manner with any of its rights and obligations under this Agreement without the prior written consent of the other Party (which is not to be unreasonably withheld or delayed).

13.2 The Customer confirms it is acting on its own behalf and not for the benefit of any other person.

14. WAIVER

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 or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

15. 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.

16. NOTICE

16.1 Any notice given to a Party under or in connection with this contract shall be in writing and shall be:

- (a) delivered by hand or by pre-paid first-class post or other next Business Day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- (b) sent by email to its main email address or otherwise as used in the course of performance between the parties.

16.2 Any notice shall be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
- (b) if sent by pre-paid first-class post or other next Business Day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.
- (c) if sent by email, at 9.00 am on the next Business Day after transmission or as acknowledged receipt confirmed by the receiving party.

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

17. ENTIRE AGREEMENT

17.1 This Agreement, together with the Order Details entered into from time to time, constitutes the entire agreement between the Parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to its subject matter.

17.2 Where there is any conflict between the terms of this Agreement and those terms set out in an Order Details, the terms of the Order Details shall prevail.

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

17.4 Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

18. VARIATION

Except as expressly provided in this Agreement, no variation of this Agreement shall be effective unless it is in writing and signed by both Parties (or their authorised representatives).

19. SEVERANCE

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

19.2 If any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

20. NO PARTNERSHIP OR AGENCY

20.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute any Party the agent of the other Party, or authorise a Party to make or enter into any commitments for or on behalf of the other Party.

20.2 Each Party confirms it is acting on its own behalf and not for the benefit of any other person.

21. THIRD-PARTY RIGHTS

21.1 A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

22. GOVERNING LAW

This Agreement and any dispute or claim arising out of or in connection with it or 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.

23. JURISDICTION

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 Agreement or its subject matter or formation (including non-contractual disputes or claims).

Schedule 1 Customer Restrictions and Obligations

- 1.1 The Customer shall:
- (a) not sublicense, assign, delegate or otherwise transfer the rights granted hereunder (in whole or in part) or any of the related rights or obligations for any reason without the prior written consent of the Licensor (any attempt to sublicense, assign, delegate or transfer such rights in whole or in part without the prior written consent of the Licensor shall cause the immediate termination of this Agreement);
 - (b) not use any of the Intellectual Property beyond the intended use restrictions as may be set out in a particular Order Details;
 - (c) not rent or transfer all or any part of the Intellectual Property to any person or entity without the prior written consent of the Licensor;
 - (d) not knowingly impair the branding or remove any proprietary notices, labels, or marks on, or with the Intellectual Property (unless expressly authorised in advance and in writing by the Licensor);
 - (e) not knowingly do anything which may damage the reputation of the Licensor, or the Intellectual Property.
- 1.2 The Customer shall not use the Licensor's trademarks and logos except as authorised under the Agreement.
- 1.3 Further to the termination of any Order Details, the restrictions set out in this Schedule 1, shall remain in full force and effect.

DEFINITIONS AND INTERPRETATION

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in this Agreement and in any other agreement between the Parties.

Affiliate: a subsidiary of a party, the ultimate holding company of a party or any subsidiary of the ultimate holding company of a party, “subsidiary” and “holding company” are as defined in section 1159 of the Companies Act 2006 or means any legal entity that a party owns, that owns a party, or is under common ownership or control with a party. “Ownership” and “Control” means, for the purposes of this definition, ownership control of more than a 50% interest in an entity and/or has the power to direct or cause the direction of the management or policies of such entity by contract, or otherwise.

Agreement: means these Terms and Conditions and the Schedules (including each Order Details) into which these Terms and Conditions are incorporated.

Authorised User: a party to whom the Customer is authorised to make the Intellectual Property available as described in the relevant Order Details.

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

Commencement Date: the date the Customer receive the Intellectual Property, or as otherwise stated in the Order Details.

Confidential Information: all confidential information (however recorded or preserved) disclosed by a Party or its employees, officers, representatives, advisers or sub-contractors involved in the provision or receipt of the Intellectual Property, or other services as may be provided from time to time, to the other Party in connection with this Agreement, which is either labelled as such or else which should reasonably be considered as confidential because of its nature and the manner of its disclosure.

Customer: the recipient of the Intellectual Property as set out in the Order Details.

Customer User Restrictions:	the obligations set out in Schedule 1.
Data Protection Legislation:	means as applicable and binding on either party or the Services: (a) the EU GDPR; (b) the UK GDPR and the Data Protection Act 2018; (c) any laws which implement or supplement any such laws; and (d) any laws that replace, extend, re-enact, consolidate, or amend any of the foregoing.
Data Subject:	shall have the same meaning as set out in the Data Protection Legislation.
Derived Data:	any Intellectual Property (wholly or in part) Manipulated to such a degree that it: <ul style="list-style-type: none"> • cannot be identified as originating or deriving directly from the Intellectual Property and cannot be reverse-engineered such that it can be so identified; and • is not capable of use substantially as a substitute for Intellectual Property.
EU GDPR	means the General Data Protection Regulation, Regulation (EU) 2016/679).
Fees:	the fees as specified in the relevant Order Details.
GDPR:	means the EU GDPR and the UK GDPR (as applicable in the circumstances).
holding company and subsidiary:	mean a "holding company" and "subsidiary" as defined in section 1159 of the Companies Act 2006.
Intellectual Property:	the Licensor Information and/or technology, and, where applicable, Third Party Information, licensed under this Agreement and made available to the Customer.
Intellectual Property Rights:	all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, semi-conductor topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or

unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Licence:	the licence granted in clause 1.
Licensor Information:	information, which may include data, for which the Licensor owns all Intellectual Property Rights, or has a right to sub-license in accordance with the terms herein.
Manipulate:	to combine or aggregate the Intellectual Property (wholly or in part) with other data or information or to adapt the Intellectual Property (wholly or in part).
Manipulated Data:	any Intellectual Property which has been Manipulated. Manipulated Data includes any Derived Data.
Order Details:	terms additional to those herein as described and agreed between the parties in communications between the Licensor and the Customer regarding the receipt of any Intellectual Property.
Parties:	the Licensor and the Customer as set out in the applicable Order Details and a Party shall be either of them.
Permitted Use:	the use as set out in the relevant Order Details.
Personal Data:	shall have the same meaning as set out in the Data Protection Legislation.
Schedule:	a schedule to these Terms and Conditions.
Site(s):	the physical location(s) where the user of the Intellectual Property is licensed to be used.
Term:	the period in which you have access to the Intellectual Property in accordance with the Order Details.
Territory:	means the territory in which the Customer is authorised to use the Intellectual Property as set out in the relevant Order Details, or where applicable the specifically agreed Site(s).
Third Party Information:	information, which may include Data, provided by third parties, which the Customer shall either license directly from such third parties or through the Licensor.
UK GDPR	has the meaning given to that term in the UK Data Protection Act 2018.

- 1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement.
- 1.3 The Schedule forms part of the Agreement and shall have effect as if set out in full in the body of these Terms and Conditions. Any reference to this Agreement includes the Schedule and the Order Details from time to time.
- 1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.6 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.7 A reference to writing or written includes e-mail.
- 1.8 If there is any uncertainty between any provision contained in these Terms and Conditions and any provision contained in the Schedule or Order Details, the provisions in Order Details, followed by the Schedule, shall prevail.