

## 1. Interpretation

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

**Acceptable Use Policy:** slicedbread's acceptable use policy attached as attached at Schedule 10 of the Order Form, as such document may be amended by slicedbread in its sole discretion from time to time in accordance with this Licence.

**Affiliates:** in respect of each party is any entity that directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control, with that party.

**Authorised External Users:** those named agents and independent contractors of the Customer and its Affiliates, or other named third parties who are authorised by the Customer to use ShareDo and the Documentation.

**Authorised Internal Users:** those named employees of the Customer and its Affiliates who are authorised by the Customer to use ShareDo and the Documentation.

**Authorised Users:** Authorised Internal Users and Authorised External Users.

**Back-Up Policy:** slicedbread's standard back-up policy attached as Schedule 9 of the Order Form, as such document may be amended by slicedbread in its sole discretion from time to time in accordance with this Licence.

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

**Customer Data:** the data inputted or uploaded by the Customer, Authorised Users, or slicedbread on the Customer's behalf, for the purpose of using ShareDo or facilitating the Customer's use of ShareDo (and includes any such data held in slicedbread's back-ups).

**Customer Personal Data:** any Personal Data contained within the Customer Data.

**Data Processing Terms:** the Data Processing Terms attached as Schedule 6 to the Order Form.

**Documentation:** the manuals, instructions or other documentation and materials made available to the Customer by slicedbread online via ShareDo or such other web address notified by slicedbread to the Customer from time to time which describe the functionality, components, features or requirements of ShareDo, including any aspect of their installation, configuration, integration, operation, use or support.

**Effective Date:** the date of this Licence as set out in the Order Form.

**Fees:** the fees in respect of this Licence as set out in the Order Form, including the Subscription Fees, any Non-Production Services Fees, VPN Fee or fees for additional User Subscriptions.

**Force Majeure Event:** any circumstances not within a party's reasonable control.

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

**Intellectual Property Right:** means existing and future registered and unregistered rights granted, applied for or otherwise in existence under or related to any patent, copyright, trademark, trade secret, database protection or other intellectual property laws, and all similar or equivalent rights or forms of protection, in any part of the world.

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**Licence:** this licence granted to the Customer to access ShareDo and Documentation.

**Losses:** any and all losses, damages, liabilities, deficiencies, claims, actions, judgements, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable legal fees.

**Mutual NDA:** the mutual non-disclosure agreement entered into between slicedbread and the Customer as identified on the Order Form.

**Non-Production Services:** any non-production environments (whether in current form or in beta-testing form) of ShareDo provided by slicedbread to the Customer for the purposes of testing, training and development only.

**Non-Production Services Fees:** the fees payable by the Customer to slicedbread for the Non-Production Services, as set out in the Order Form.

**Normal Business Hours:** 9.00 am to 5.00 pm local UK time, each Business Day.

**Operational Date:** means the go-live date where the Customer first uses ShareDo in a production environment.

**Order Form:** the order form signed by the parties which sets out details of the User Subscriptions to be purchased by the Customer.

**Personal Data:** personal data, personal information, personally identifiable information or other equivalent term (each as defined in Data Protection Laws)

**ShareDo:** the proprietary online subscription services provided by slicedbread to the Customer under this Licence from time to time, as more particularly set out in the Order Form and described in the Documentation.

**Renewal Period:** the period described in clause 17.1.

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

**Security Policy:** slicedbread's standard information security policy attached as Schedule 8 of the Order Form, as such document may be amended by slicedbread in its sole discretion from time to time in accordance with this Licence.

**slicedbread:** Sliced Bread Limited, company number 07481903.

**Software:** the online software applications provided by slicedbread as part of ShareDo.

**Subscription Fees:** the subscription fees payable by the Customer to slicedbread for the User Subscriptions, as set out in the Order Form.

**Subscription Term:** has the meaning given in clause 17.1 (being the Initial Subscription Term together with any subsequent Renewal Periods).

**Support Services Policy:** slicedbread's standard policy for providing support in relation to ShareDo as attached as Schedule 5 of the Order Form, as such document may be amended by slicedbread in its sole discretion from time to time in accordance with this Licence.

**User Subscriptions:** the user subscriptions purchased by the Customer pursuant to clause 11.1 which entitle Authorised Users to access and use ShareDo and the Documentation in accordance with this Licence.

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**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.

**VPN Fee:** the fees payable by the Customer to slicedbread for the supply and implementation of a virtual private network for its Authorised Users to connect to ShareDo, as set out in the Order Form.

**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 Licence.
- 1.3 A **person** includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns.
- 1.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this Licence.
- 1.7 A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this Licence under that statute or statutory provision.
- 1.8 A reference to **writing** or **written** excludes fax but includes email.
- 1.9 References to clauses and schedules are to the clauses and schedules of this Licence.
- 1.10 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

## 2. User subscriptions

- 2.1 Subject to the Customer purchasing the User Subscriptions in accordance with clause 3.2 and clause 11.1, the restrictions set out in this clause 2 and the other terms and conditions of this

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Licence, slicedbread hereby grants to the Customer a non-exclusive, non-transferable right and licence, without the right to grant sublicences, to permit its Authorised Users to use ShareDo 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 ShareDo and the Documentation shall not exceed the number of User Subscriptions it has purchased from time to time;
- (b) 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 ShareDo and/or Documentation;
- (c) each Authorised User shall keep a secure password for their use of ShareDo and the Documentation, that such password shall be changed regularly 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 slicedbread within 5 Business Days of slicedbread's written request at any time or times; and
- (e) where slicedbread knows, or reasonably suspects that any password has been provided to any individual who is not an Authorised User, then without prejudice to slicedbread's other rights, the Customer shall on request promptly disable such passwords and slicedbread shall not be obliged to issue any new passwords to any such individual.

2.3 The Customer shall, and shall ensure that its Authorised Users shall, comply with the Acceptable Use Policy at all times and slicedbread reserves the right, without liability or prejudice to its other rights to the Customer, to disable the relevant Authorised User's (but not the Customer generally) access to ShareDo and/or the Non-Production Services and the Non-Production Services where it knows or reasonably suspects violation of the Acceptable Use Policy.

### 3. Additional User Subscriptions

3.1 Subject to clause 3.2 and clause 3.2, the Customer may, from time to time during any Subscription Term, purchase additional User Subscriptions in excess of the number set out in the Order Form and slicedbread shall grant access to ShareDo and the Documentation to such additional Authorised Users in accordance with the provisions of this Licence.

3.2 If the Customer wishes to purchase additional User Subscriptions, the Customer shall notify slicedbread in writing. If slicedbread approves the Customer's request to purchase additional User Subscriptions, the Customer shall, within 30 days of the date of slicedbread's invoice, pay to slicedbread the relevant fees for such additional User Subscriptions as set out in the Order Form and, if such additional User Subscriptions are purchased by the Customer part way

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through the Initial Subscription Term or any Renewal Period (as applicable), such fees shall be pro-rated from the date of activation by slicedbread for the remainder of the Initial Subscription Term or then current Renewal Period (as applicable) (**Additional User Subscription Fees**).

3.3 slicedbread shall activate the additional User Subscriptions within 3 Business Days of its receipt of payment of the Additional User Subscription Fees.

3.4 Where the number of Authorised Users has exceeded the number of User Subscriptions, then without prejudice to slicedbread's other rights, the Customer shall pay to slicedbread an amount equal to such underpayment as calculated in accordance with slicedbread's then current subscription prices within 10 Business Days of the date that slicedbread notifies the Customer of such underpayment.

**4. ShareDo**

4.1 slicedbread shall, during the Subscription Term, make available ShareDo, the Documentation and, where applicable, the Non-Production Services, to the Customer on and subject to the terms of this Licence.

4.2 slicedbread shall use reasonable endeavours to ensure that ShareDo operates in accordance with the Documentation in all material respects.

4.3 slicedbread may modify ShareDo and the Documentation from time to time in its sole discretion, by way of new releases, updates or patches including adding optional features or compatibility which may require additional Fees if implemented by the Customer, provided that, no such modification will materially degrade the level of service or other benefits provided to Customer under the version of the ShareDo in place as of the Effective Date unless:

- (a) such modification has been agreed upon in writing by Customer; or
- (b) such modification is required for security reasons or as a result of any change in applicable law, in which case slicedbread will use commercially reasonable endeavours to rectify any degradation without undue delay.

4.4 slicedbread shall use commercially reasonable endeavours to make ShareDo available 24 hours a day, seven days a week, except for:

- (a) planned maintenance carried out during the maintenance window of 10.00 pm to 2.00 am UK time; and
- (b) unscheduled maintenance performed outside Normal Business Hours, provided that slicedbread has used reasonable endeavours to give the Customer at least 4 Normal Business Hours' notice in advance.

4.5 slicedbread's obligations at in this clause 4 shall not apply to the extent of any non-conformance which is caused by use of ShareDo contrary to slicedbread's instructions, or modification or alteration of ShareDo by any party other than slicedbread or slicedbread's

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duly authorised contractors or agents. If ShareDo does not conform with the terms of this clause 4, slicedbread 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 undertakings set out in this clause 4.

**4.6** slicedbread:

- (a) does not warrant that:
  - (i) the Customer's use of ShareDo will be uninterrupted or error-free;
  - (ii) that ShareDo, Documentation and/or the information obtained by the Customer through ShareDo will meet the Customer's requirements;
  - (iii) ShareDo will be compatible with any particular operating systems or third party software not expressly set out in the Documentation;
  - (iv) ShareDo will not adversely affect the operation of any software or services used by the Customer; or
  - (v) ShareDo will be free from Vulnerabilities or Viruses; and
- (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 ShareDo and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

**4.7** slicedbread warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this Licence.

**4.8** slicedbread will comply with all laws applicable to its obligations hereunder in providing access to ShareDo and the Documentation. However, slicedbread is not responsible for any laws, regulations or regulatory requirements applicable to the Customer or the Customer's industry that are not generally applicable to information technology service providers. slicedbread does not determine whether Customer Data includes information subject to any specific law or regulation.

**5. Customer obligations****5.1** The Customer shall:

- (a) provide slicedbread with:
  - (i) all necessary co-operation in relation to this Licence; and
  - (ii) all necessary access to such information as may be required by slicedbread; in order to provide access to ShareDo and the Documentation, including but not limited to Customer Data, security access information and configuration services;

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- (b) ensure that the Authorised Users use ShareDo and the Documentation in accordance with the terms and conditions of this Licence and shall be responsible for any Authorised User's breach of this Licence;
  - (c) ensure that its network and systems comply with the relevant specifications provided by slicedbread from time to time; and
  - (d) be, to the extent permitted by law and except as otherwise expressly provided in this Licence, solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to slicedbread'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.
- 5.2 The Customer represents, warrants and covenants that:
- (a) it will comply with all laws applicable to its use of ShareDo and will maintain privacy protections and security measures for components that the Customer provides or controls and use ShareDo in a manner consistent with the Customer's legal and regulatory obligations;
  - (b) it owns or otherwise has and will have the necessary rights and consents in and relating to Customer Data as necessary in order to grant the rights to slicedbread contemplated by this Licence; and
  - (c) slicedbread's processing of Customer Data in accordance with the terms of this Licence does not, and will not, cause slicedbread to suffer any liability for violation of a third party's rights, or violation of any applicable law.
- 6. Customer Affiliates**
- 6.1 The Customer is entitled to make ShareDo and the Documentation available to Authorised Users of its Affiliates provided that:
- (a) the Customer will be responsible for the Fees and all acts and omissions of its Affiliates (and their Authorised Users);
  - (b) the Customer is liable for ensuring that its Affiliates (and their Authorised Users) comply with the terms of this Licence; and
  - (c) the Customer shall ensure that any rights or remedies arising in connection with this Agreement will be actionable against slicedbread solely by the Customer and not by any Affiliate except that Customer will be entitled to treat Losses of its Affiliates as if they are Losses of the Customer.
- 7. Support**
- 7.1 slicedbread will provide the Customer with slicedbread's standard customer support services during Normal Business Hours in accordance with slicedbread's Support Services Policy in effect at the time that the Services are provided. The Customer may purchase enhanced support services separately at slicedbread's then current rates.

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7.2 slicedbread may amend the Support Services Policy from time to time in its sole discretion provided that, no such modification will materially degrade the level of service or other benefits provided to Customer under the version of the Support Services Policy in place as of the Effective Date unless such modification has been agreed upon in writing by Customer. In the event the Support Services Policy contains an equivalent term as that in this Licence, or there is a conflict between a term in the Support Services Policy and this Licence, the terms in this Licence shall prevail.

**8. Security**

8.1 During the Subscription Term, slicedbread will maintain commercially reasonable technical and organizational measures, including disaster recovery and business continuity procedures, designed to:

- (a) ensure the security and integrity of Customer Data; and
- (b) protect against accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Customer Data.

Such security safeguards and measures applicable to Customer Data are further described in the Security Policy. The Customer is solely responsible for making an independent determination as to whether the technical and organizational measures under the Security Policy meet the Customer's requirements. Where the Customer requires additional measures, these shall be agreed between the parties at additional cost to the Customer.

8.2 slicedbread may amend the Security Policy from time to time in its sole discretion provided that, no such modification will materially degrade the level of service or other benefits provided to Customer under the version of the Security Policy in place as of the Effective Date unless such modification has been agreed upon in writing by Customer. In the event the Security Policy contains an equivalent term as that in this Licence, or there is a conflict between a term in the Security Policy and this Licence, the terms in this Licence shall prevail.

**9. Back-Up**

9.1 slicedbread shall follow its archiving procedures for Customer Data as set out in its Back-Up Policy. In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy against slicedbread shall be for slicedbread to use commercially reasonable endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by slicedbread in accordance with the archiving procedure described in its Back-Up Policy. slicedbread 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 slicedbread to perform services related to Customer Data maintenance and back-up for which it shall remain fully liable). The Customer acknowledges that it can have enhanced back up procedures implemented at additional cost.

9.2 slicedbread may amend the Back-Up Policy from time to time in its sole discretion provided that, no such modification will materially degrade the level of service or other benefits provided to Customer under the version of the Back-Up Policy in place as of the Effective Date



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unless such modification has been agreed upon in writing by Customer. In the event the Back-Up Policy contains an equivalent term as that in this Licence, or there is a conflict between a term in the Back-Up Policy and this Licence, the terms in this Licence shall prevail.

**10. Customer Data**

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

**11. Non-Production Services**

11.1 slicedbread shall make the Non-Production Services available to a limited number of the Customer's Authorised Users for the purposes of testing, training and development only.

11.2 The Customer warrants and represents that it will not input any Personal Data into the Non-Production Services and acknowledges that any data inputted is not Customer Data for the purposes of this Licence and should always be 'test data' or 'dummy data'.

11.3 All Non-Production Services are provided "as is" and slicedbread hereby disclaims all warranties in respect of the Non-Production Services, whether express or implied, statutory or other, and slicedbread specifically disclaims all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and all warranties arising from a course of dealing, usage or trade practice. To the maximum extent permitted by law, slicedbread shall have no liability to the Customer or its Affiliates in respect of any use of the Non-Production Services. The Customer acknowledges and agrees that such Non-Production Services may be in beta test versions, or are supplied at discounted cost, and that the limitation of liability in respect of the Non-Production Services is fair and reasonable.

**12. Fees and payment**

12.1 The Customer shall pay the Subscription Fees to slicedbread for the User Subscriptions, any Non-Production Services Fees and any VPN Fees in accordance with this clause 11 and as set out in the Order Form.

12.2 The Customer shall on the Effective Date provide to slicedbread relevant valid, up-to-date and complete contact and billing details and slicedbread shall, in the absence of any payment dates specified in the Order Form, be entitled to invoice the Customer on the Effective Date, and annually thereafter, in advance for:

- (a) the Subscription Fees;
- (b) the Non-Production Services Fee(s);
- (c) the VPN Fee(s),

and the Customer shall pay each invoice within 30 days of the date of such invoice.

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- 12.3 All User Subscription Fees must be paid in advance and slicedbread shall be under no obligation to activate any additional User Subscriptions for which it has not received payment.
- 12.4 slicedbread shall be entitled to increase the Subscription Fees, the fees payable in respect of the additional User Subscriptions purchased pursuant to clause 3.2, the Non-production Services Fee, the VPN Fee and/or the excess storage fees payable pursuant to clause 11.4:
- (a) on each anniversary of the Commencement Date upon 30 days' prior notice to the Customer and the Order Form shall be deemed to have been amended accordingly, provided that such increase shall not exceed the greater of 5% or the percentage increase in the Retail Price Index (RPI) maintained by the Office of National Statistics (or any replacement for that index) in the preceding 12 month period; and
  - (b) at any time upon 20 days' written notice in the event that any third party charges to slicedbread in respect of ShareDo are increased by more than 5% provided that:
    - (i) slicedbread provides evidence of such increased charges to the Customer; and
    - (ii) the amount of increase to the Customer shall be proportionate to the amount of the increased fees payable by slicedbread.
- 12.5 If slicedbread has not received payment within 30 days of the due date, and without prejudice to any other rights and remedies of slicedbread:
- (a) slicedbread may, on no less than 5 Business Days' notice to the Customer and without liability to the Customer, disable the Customer's (and its Authorised Users') password, account and access to all or part of the Services and slicedbread 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 4% over the then current base lending rate of slicedbread's bankers in the UK from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.
- 12.6 All amounts and fees stated or referred to in this Licence:
- (a) shall be payable in pounds sterling;
  - (b) are non-cancellable and non-refundable;
  - (c) are exclusive of value added tax, which shall be added to slicedbread's invoice(s) at the appropriate rate.
- 12.7 All amounts payable to slicedbread under this Licence shall be paid by the Customer to slicedbread in full without any setoff, deduction or withholding for any reason (other than any deduction or withholding of tax as may be required by applicable law).

**13. Proprietary rights**

- 13.1 The Customer acknowledges and agrees that slicedbread and/or its licensors own all Intellectual Property Rights in ShareDo, the Documentation and the Non-Production Services. Except as expressly stated herein, this Licence 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 ShareDo, the Documentation or and the Non-Production Services.
- 13.2 slicedbread confirms that it has all the rights in relation to ShareDo and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this Licence.

**14. Confidentiality**

- 14.1 The parties acknowledge and agree that the terms of the Mutual NDA apply to this Licence and its subject matter and that the Purpose (as defined therein) includes slicedbread's provision, and the Customer's use, of ShareDo and the Documentation in accordance with this Licence and, in accordance with the terms of the Mutual NDA, the obligations of confidentiality thereunder shall continue to apply after termination or expiry of this Licence.

**15. Feedback**

- 15.1 The Customer agrees that any questions, comments, suggestions, ideas, original or creative materials, or other information about ShareDo, the Documentation and the and the Non-Production Services that the Customer communicates to slicedbread (**Feedback**) is non-confidential and that slicedbread shall be entitled to the unrestricted use and dissemination of Feedback for any purpose, commercial or otherwise, without acknowledgement or compensation to the Customer.

**16. Publicity**

- 16.1 Subject to clause 15.2, no party shall make, or permit any person to make, any public announcement concerning this Licence 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, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.
- 16.2 The Customer agrees, at slicedbread's request, the following publicity:
- (a) within two weeks of the Effective Date the issuing of a joint press release announcing that Customer and slicedbread have entered into this Licence;
  - (b) Within three months of the Operational Date the production of a short reference video to be used by slicedbread for marketing purposes. The video will be at slicedbread's cost however the Customer will provide a relevant person to participate. The video will describe, inter alia, the Customer's use of ShareDo and their experience of working with slicedbread;

- (c) Case studies and other promotional material from time-to-time as the parties may agree.
- 16.3 There will be no payment, royalties or any other form of remuneration due to the Customer by slicedbread for the publicity described in clause 14.1.
- 17. Indemnities**
- 17.1 The Customer shall defend, indemnify and hold harmless slicedbread against Losses incurred by slicedbread arising out of or in connection with (i) Customer Data infringing the rights of any third party; and (ii) the Customer's use of ShareDo, the Documentation and/or the and the Non-Production Services in violation of this Licence, provided that:
  - (a) the Customer is given prompt notice of any such claim;
  - (b) slicedbread 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.
- 17.2 slicedbread shall defend the Customer, its officers, directors and employees against any third party claim (excluding any claim by an Affiliate of the Customer) that the Customer's use of ShareDo and the Documentation in accordance with this Licence infringes the Intellectual Property Rights of such third party, and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims, provided that:
  - (a) slicedbread 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 slicedbread in the defence and settlement of such claim, at slicedbread's expense; and
  - (c) slicedbread is given sole authority to defend or settle the claim.
- 17.3 In the defence or settlement of any claim, slicedbread may procure the right for the Customer to continue using ShareDo and the Documentation, replace or modify ShareDo and the Documentation so that they become non-infringing or, if such remedies are not reasonably available, terminate this Licence with respect to all or part of ShareDo on 5 Business Days' notice to the Customer without any additional liability or obligation to pay liquidated damages or other additional costs to the Customer. Where slicedbread withdraws part of ShareDo, the Fees shall be adjusted accordingly and slicedbread shall issue a refund equal to the balance of any prepaid amount in respect of such withdrawn elements.
- 17.4 In no event shall slicedbread, 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 ShareDo or Documentation (which shall include any scripts, workflows or other processes incorporated onto ShareDo) by anyone other than slicedbread; or

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- (b) the Customer's use of ShareDo or Documentation in a manner contrary to the instructions given to the Customer by slicedbread; or
  - (c) the Customer's use of ShareDo or Documentation after notice of the alleged or actual infringement from slicedbread or any appropriate authority; or
  - (d) the Customer's breach of this Licence.
- 17.5 The foregoing states the Customer's sole and exclusive rights and remedies, and slicedbread's (including slicedbread's employees', agents' and sub-contractors') entire obligations and liability, for infringement of any third -party Intellectual Property Right.

**18. Limitation of liability**

18.1 Except as expressly and specifically provided in this Licence:

- (a) the Customer assumes sole responsibility for results obtained from the use of ShareDo and the Documentation by the Customer, and for conclusions drawn from such use. slicedbread shall have no liability for any damage caused by errors or omissions in any Customer Data, information, instructions or scripts provided to slicedbread by the Customer in connection with ShareDo or any actions taken by slicedbread at the Customer's direction;
- (b) except for the express warranties set forth in this Licence, ShareDo and the Documentation is provided "as is" and slicedbread hereby disclaims all warranties, whether express or implied, statutory or other, and slicedbread specifically disclaims all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and all warranties arising from a course of dealing, usage or trade practice.

Without limiting the foregoing, slicedbread makes no warranty of any kind that ShareDo or the Documentation, together with any associated services, or any products or results of the use thereof, will be error-free, operate without interruption, be compatible or work with any software, system or other services except if, and to the extent, expressly set forth in the Documentation.

18.2 Nothing in this Licence excludes the liability of slicedbread:

- (a) for death or personal injury caused by slicedbread's negligence; or
- (b) for fraud or fraudulent misrepresentation;
- (c) for breach of the Mutual NDA;
- (d) in respect of the indemnities given in clause 15 (Indemnities).

18.3 Subject to clause 16.1 and clause 16.2:

- (a) slicedbread shall have no liability for any loss of profits, loss of business, wasted expenditure, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses; and

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- (b) slicedbread's total aggregate liability to the Customer, in respect of all breaches of duty occurring within any contract year shall not exceed the total Subscription Fees paid in that contract year (a contract year means a 12 month period commencing on the Effective Date or any anniversary of it). If breaches committed in more than one contract year give rise to a single claim or a series of connected claims, slicedbread's total liability for those claims shall not exceed the single highest annual cap for those contract years.
- 18.4 References to liability in this clause 16 include every kind of liability arising under or in connection with this Licence including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 18.5 Nothing in this Licence excludes the liability of the Customer for any breach, infringement or misappropriation of slicedbread's Intellectual Property Rights.
- 19. Term and termination**
- 19.1 This Licence shall, unless otherwise terminated as provided in this clause 17 commence on the Effective Date and shall continue for the Initial Subscription Term and, thereafter, this Licence shall be automatically renewed for successive periods of 12 months (each a **Renewal Period**), unless:
- (a) the Customer notifies slicedbread of termination, in writing, at least 90 days before the end of the Initial Subscription Term or any Renewal Period, in which case this Licence shall terminate upon the expiry of the applicable Initial Subscription Term or Renewal Period; or
  - (b) slicedbread notifies the Customer of termination, in writing, at least 6 months before the end of the Initial Subscription Term or any Renewal Period, in which case this Licence shall terminate upon the expiry of the applicable Initial Subscription Term or Renewal Period; or
  - (c) otherwise terminated in accordance with the provisions of this Licence,
- and the Initial Subscription Term together with any subsequent Renewal Periods shall constitute the **Subscription Term**.
- 19.2 Without affecting any other right or remedy available to it, either party may terminate this Licence with immediate effect by giving written notice to the other party if:
- (a) the other party fails to pay any amount due under this Licence 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) the other party commits a material breach of any other term of this Licence and (if such breach is remediable) fails to remedy that breach within a period of 60 days after being notified in writing to do so;
  - (c) 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

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unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 (**IA 1986**) as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the IA 1986;

- (d) 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) the other party applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;
- (f) 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) 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) 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) 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) 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) 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 clauses 17.2(c) to 17.2(j) (inclusive);
- (l) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

### 19.3 On termination or expiry of this Licence for any reason:

- (a) all licences granted under this Licence shall immediately terminate and the Customer shall immediately cease all use of ShareDo and 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 and provided in connection with this Licence;
- (c) on request, slicedbread shall provide to the Customer, at the Customer's cost and expense, any Customer Data on ShareDo as a SQL back up file within 25 Business

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Days of termination or expiry. Thereafter slicedbread may destroy or otherwise dispose of any of the Customer Data in its possession; 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 Licence which existed at or before the date of termination shall not be affected or prejudiced.

19.4 If slicedbread properly terminates this Licence, all Fees that would have become payable had this Licence remained in effect until expiration of the Subscription Term will become immediately due and payable, and the Customer shall pay such Fees, together with any previously accrued but not yet paid Fees, on receipt of slicedbread's invoice therefor.

**20. Force majeure**

Neither party shall be in breach of this Licence or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from a Force Majeure Event. The time for performance of such obligations shall be extended accordingly. Nothing in this clause 18 shall excuse the Customer from any payment obligation under this Licence.

**21. Variation**

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

**22. Waiver**

22.1 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.

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

**23. Rights and remedies**

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

**24. Severance**

24.1 If any provision or part-provision of this Licence 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 Licence.

24.2 If any provision or part-provision of this Licence is deemed deleted under clause 22.1 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.



**25. No exclusivity**

25.1 This Licence shall not prevent slicedbread 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 Licence.

**26. Entire agreement**

26.1 This Licence 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.

26.2 Each party acknowledges that in entering into this Licence 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 Licence.

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

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

**27. Assignment**

27.1 The Customer shall not, without the prior written consent of slicedbread (which shall not be unreasonably withheld), 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 Licence.

27.2 slicedbread 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 Licence.

**28. No partnership or agency**

Nothing in this Licence 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).

**29. Third party rights**

This Licence does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Licence.

**30. Notices**

30.1 Any notice given to a party under or in connection with this Licence shall be in writing, in the English language, and shall be:

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- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office or its principal place of business; or
  - (b) sent by email to the email addresses provided for such purpose in the Order Form (or an address substituted in writing by the party to be served):
- 30.2 Any notice shall be deemed to have been received:
- (a) if delivered by hand, at the time the notice is left at the proper address;
  - (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the fifth Business Day after posting; or
  - (c) 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.
- 30.3 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.

**31. Governing law**

This Licence 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 interpreted in accordance with the law of England and Wales.

**32. 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 Licence or its subject matter or formation (including non-contractual disputes or claims).