

# Master Services Agreement

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This Master Services Agreement, together with any related order form or statement of work (“SOW”) constitute “the Agreement”. All terms and conditions previously agreed between the parties, either in writing or orally, will be replaced by this Agreement.

In this Agreement, “Vendor” means Vendor Online Limited and any Group Member of Vendor Online Limited. Group Member shall mean any entity which, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with that entity, where “control” means holding, directly or indirectly, a majority of the voting rights in it, or the power to direct or cause the direction of its management, policies or operations (whether through holding of voting rights, by contract or otherwise).

## 1. THE SERVICES

Subject to the terms and conditions of this Agreement, Vendor will deliver to the Customer for the duration of this Agreement, solely for the Customer’s internal business operations:

- (a) the non-transferable right to access the Vendor Platform (the “Hosted Services”);
- (b) services as described in any SOW as agreed between the parties in writing (“Implementation Services”); and
- (c) technical support services in accordance with Vendor’s standard practices (“Support Services”), (together, let’s call them the “Services”).

Any services requested by the Customer that fall outside the scope of the Services shall be charged for on a commercially reasonable ‘time and materials’ basis, quoted for separately by Vendor in advance of the delivery of such services and subject to the written agreement of the parties.

The Support Services shall include commercially reasonable endeavours to provide technical support in relation to the identification of, and resolution of, errors or bugs in the Hosted Services for supported web browsers and shall not include the provision of training services unless stated otherwise in the order form.

## 2. IMPLEMENTING THE SERVICES

Vendor may perform for the benefit of the Customer certain services reasonably necessary to allow Customer access to the Services. Such implementation services may include configuration, modification and testing.

Otherwise, the only implementation services Vendor shall perform are the Implementation Services mentioned above.

The Customer agrees to take all reasonable measures to allow Vendor to perform its obligations to deliver the Services. If Vendor’s performance of its obligations under the Agreement is prevented or delayed by any act or omission of the Customer or its agents, advisors, sub-contractors or employees, Vendor shall not be in breach of this Agreement as a result of such act or omission.

### 3. DURATION OF OUR RELATIONSHIP

This Agreement shall, commence on the date of this Agreement (the "Effective Date") and shall continue for the period specified in the order form (the "Initial Period") and, thereafter, this Agreement shall be automatically renewed for successive periods of the same length (each a "Renewal Period"), unless:

- (a) either party notifies the other party of termination, in writing, at least 30 days before the end of the Initial Period or any Renewal Period, in which case this Agreement shall terminate upon the expiry of the applicable Initial Period or Renewal Period as applicable; or
- (b) otherwise terminated in accordance with the provisions of this Agreement.

Either party may terminate this Agreement upon 30 days' written notice, if the other party materially breaches any of the terms or conditions of this Agreement. Vendor may terminate this Agreement immediately on written notice if the Customer 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 the payment. In the event of termination of this Agreement for any reason the Customer shall pay in full for the Services up to and including the date of termination.

On termination or expiry of this Agreement, Vendor may destroy or otherwise dispose of any of the Customer Data (as defined in clause 10) in its possession unless Vendor receives, no later than sixty days after the effective date of the termination of this Agreement, a written request for the delivery to the Customer of the then most recent back-up of the Customer Data. Vendor shall use reasonable commercial endeavours to deliver the back- up to the Customer within 30 days of its receipt of such a written request, provided that the Customer has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). The Customer shall pay all reasonable expenses incurred by Vendor in returning or disposing of Customer Data.

After such 90-day period, the Contracts may be deleted from storage and Vendor is not obligated to retrieve any further Contracts for the Customer. All sections of this Agreement which by their nature should survive termination will survive termination.

### 4. PAYMENTS

The Customer shall pay Vendor the fees specified in the order form or any SOW as applicable (the "Fees").

All amounts payable that are stated in this Agreement are exclusive of any applicable VAT and other taxes, which shall be added to those amounts and payable by the Customer to Vendor. Unless agreed otherwise in any SOW, Vendor shall be entitled to increase the Fees at the start of each Renewal Period upon 30 days' prior notice to the Customer and the Fees shall be deemed to have been amended accordingly.

Usage of the Services is limited by the allocations specified in the relevant order form. If the Customer wishes to upgrade the Services, or purchase an additional usage allocation, the Customer may do so by notifying Vendor at [hello@vendor.com], at Vendor's then-current rates.

If additional such upgrade or additional usage allocation is purchased by the Customer part way through the Initial Period or any Renewal Period (as applicable), the resulting additional charges shall be pro-rated for the remainder of the Initial Period or then current Renewal Period (as applicable).

All payments made under this Agreement shall be payable within 14 days following the issuing of an invoice to the Customer. Alternatively, with the agreement of Vendor, payment can be made through an integrated payment provider using debit card details. If Vendor has not received payment by the due date, and without prejudice to any other rights and remedies of Vendor:

- (a) Vendor may, without liability to the Customer, disable the Customer's password, account and access to all or part of the Services and Vendor shall be under no obligation to provide any or all of the Services while the sums concerned remain unpaid; and
- (b) interest shall accrue on a daily basis on such due amounts at an annual rate equal to 8% 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.

If Customer believes that Vendor has billed the Customer incorrectly, the Customer must contact Vendor no later than 30 days after the due date of the invoice in which the error or problem appeared, with a request to receive an adjustment or credit.

## 5. YOUR RESPONSIBILITIES

The Customer will not, directly or indirectly:

- (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services, or any software developed, trained or owned by or licensed to Vendor and which forms part of, or is used in the provision the Services, documentation or data related to the Services ("Software");
- (ii) modify, translate, teach, train or create derivative works based on the Services or any Software (except to the extent expressly permitted by Vendor or authorised within the Services);
- (iii) access all or any part of the Services or the Software in order to build a product or service which competes with the Services;
- (iv) use the Services to provide services to third parties;
- (v) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services available to any third party except the employees or agents of the Customer;
- (vi) use the Services in a manner that is illegal or causes damage or injury to any person or property;
- (vii) access, store, distribute or use during the course of its use of the Services any malware or any material that is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; facilitates illegal activity; depicts sexually explicit images; promotes unlawful violence; is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
- (viii) attempt to obtain, or assist third parties in obtaining, access to the Services, other than as provided under this clause 7.

The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and, in the event of any such unauthorised access or use, promptly notify Vendor. The Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including modems, hardware, servers, software, operating systems, networking, web servers and the like.

The Customer shall:

- (i) provide Vendor with all necessary co-operation in relation to this Agreement (and all necessary access to such information as may be required by Vendor) in order to provide the Services, including to Customer Data (as defined below), security access information and configuration services;
- (ii) comply with all applicable laws and regulations with respect to its activities under this Agreement;
- (iii) carry out all other Customer responsibilities set out in this Agreement in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, Vendor may adjust any agreed timetable or delivery schedule as reasonably necessary; and
- (iv) obtain and maintain all necessary licences, consents, and permissions necessary for Vendor, its contractors and agents to perform their obligations under this agreement, including providing the Services. Vendor reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's access to any material that breaches the provisions of this clause 7.

## 6. OUR RESPONSIBILITIES

Vendor undertakes that the Services will be performed with reasonable skill and care. This undertaking shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to Vendor's instructions, or modification or alteration of the Services by any party other than Vendor or Vendor's duly authorised contractors or agents.

If the Services are not provided in accordance with the Services or are not provided with reasonable skill and care, Vendor will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly. This constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out above in this clause 8.

To be clear, Vendor:

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

(ii) is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities;

(iii) shall use reasonable endeavours to maintain the availability of the Hosted Services to the Customer, but does not guarantee 100% availability;

(iv) does not control the content posted to or via the Services and, in particular, does not control the Customer Data and, as such, Vendor does not make or give any representation or warranty as to the accuracy, completeness, currency, correctness, reliability, integrity, usefulness, quality, fitness for purpose or originality of any of the foregoing content or data; and

(v) reserves the right to update or maintain the Hosted Services at any time.

## 7. INTELLECTUAL PROPERTY

In this clause, "Intellectual Property Rights" means patents, patentable rights, copyright, design rights, utility models, trade marks (whether or not any of the above are registered), trade names, rights in domain names, rights in inventions, rights in data, database rights, rights in know-how and confidential information, and all other intellectual and industrial property and similar or analogous rights existing under the laws of any country and all pending applications for and right to apply for or register the same (present, future and contingent, and including all renewals, extensions, revivals and all accrued rights of action);

Vendor, a Vendor Group Member and/or its licensors shall, as between the parties, remain the owner of all Intellectual Property Rights in Vendor's brands, software, database, trade marks and logos, the Services and the Software. Except as expressly permitted by this Agreement, the Customer may not use any of Vendor's Intellectual Property Rights without Vendor's prior written consent. In this Agreement, Vendor Content means all data, information and material owned by or licensed to Vendor and comprised within the Services, but excluding Customer Data.

The Customer shall promptly bring to the attention of Vendor any improper or wrongful use of any Intellectual Property Rights of Vendor which comes to the Customer's notice. The Customer shall assist Vendor in taking all steps to defend Vendor's Intellectual Property Rights, but not institute legal proceedings of its own accord.

The Customer agrees that Vendor and its contractors are entitled to access and use the Customer Data for the purposes of providing the Services.

Vendor and/or a Vendor Group Member shall own and retain all right, title and interest in and to:

- (i) the Services and Software, all improvements, enhancements or modifications thereto;
- (ii) any software, applications, inventions or other technology developed in connection with the Services;
- (iii) deliverables and work product (including drafts) arising in the course of the provision of the Implementation Services; and
- (iv) all intellectual Property Rights related to any of the foregoing.

Nothing in this Agreement shall operate to assign or transfer any intellectual Property Rights from Vendor to the Customer. The Customer warrants to Vendor that any data it supplies to Vendor will not infringe upon the intellectual Property Rights or other legal rights of any person, and will not breach the provisions of any law, statute or regulation, in any jurisdiction and under any applicable law or regulation.

The Customer hereby grants to Vendor a worldwide, non-exclusive licence to use its trade marks, logos and other necessary intellectual property in any marketing or promotional materials including, but not limited to, on Vendor's website or other medium.

The Customer shall indemnify Vendor against all loss or damage that the Customer incurs or suffers, together with associated legal fees reasonably incurred by Vendor, as a result of any claim by a third party that the access and use, in accordance with this Agreement, by the Customer of the Services infringes the Intellectual Property Rights of any third party.

## 8. DATA USE

In this Agreement, "Customer Data" means all data, information, know how, material or input uploaded to any Software or transmitted through the Services by or for the Customer and/or any Authorised User.

The Customer shall own all right, title and interest in the Customer Data as well as any data that is based on or derived from the Customer Data and provided to the Customer as part of the Services for the exclusive purpose of using the Services and for the duration of this Agreement. The Customer shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data.

In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy shall be for Vendor to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by Vendor in accordance with the archiving procedure described in its Data Security Policy in force from time to time (a copy of which is available on request).

Vendor 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 Vendor to perform services related to Customer Data maintenance and back-up).

The Customer shall indemnify Vendor against all loss or damage that Vendor incurs or suffers however arising as a result of or in connection with the Customer's use of Customer Data and/or any claim by a third party as a result of the Customer's use of the Customer Data and/or the Services.

## 9. DATA PROTECTION

In this clause, "Data Protection Laws" means all privacy laws applicable to any Personal Data processed under or in connection with the Agreement, including, without limitation, the General Data Protection Regulation 2016/679 (the "GDPR"), the Privacy and Electronic Communications Directive 2002/58/EC (as the same may be superseded by the Regulation on Privacy and Electronic Communications ("ePrivacy Regulation")), and all national legislation implementing or supplementing the foregoing, all as amended, re- enacted and/or replaced and in force from time to time;

To the extent that a party acts a data processor ("Processor") acts on behalf the other party acting as a data controller ("Controller") in respect of any personal data comprised in the Customer Data ("Personal Data") are defined in the Data Protection Laws , the Processor shall ensure that:

- (i) unless required to do otherwise by applicable Data Protection Laws, it shall (and shall take steps to ensure each person acting under its authority shall) process the Personal Data only on and in accordance with the Controller's documented instructions as set out in Schedule 1 (Data Processing Details), as updated from time to time by agreement between the parties;
- (ii) persons authorised by the Processor to process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
- (iii) if Data Protection Laws require it, to process Personal Data other than in accordance with Schedule 1, it shall notify the Controller of any such requirement before processing the Personal Data (unless applicable law prohibits such information on important grounds of public interest);
- (iv) it informs the Controller of any addition, replacement or other changes of Sub-processors and provide the Controller with the opportunity to reasonably object to such changes on legitimate grounds. The Controller acknowledges that these Sub-processors are essential to provide the Services and that objecting to the use of a Sub-processor may prevent the Processor from offering the Services to the Controller. The Processor will enter into a written agreement with the Sub-processor imposing on the Sub-processor obligations comparable to those imposed on the Processor under this Agreement, including appropriate data security measures. In case the Sub-processor fails to fulfil its data protection obligations under such written agreement with the Processor, that Processor will remain liable towards Controller for the performance of the Sub-processor's obligations under such agreement. By way of this Agreement, the Controller provides general written authorization to the Processor to engage Sub-processors as necessary to perform the Services; including those listed in Vendor's privacy policy. "Sub-processor" means another data processor engaged by the Processor for carrying out processing activities in respect of the Personal Data on behalf of the Controller;
- (v) taking into account the nature of the processing, it shall assist the Controller by appropriate technical and organisational measures (at the Controller's sole expense), insofar as this is possible, for the fulfilment of the Customer's obligation to respond to requests for exercising the data subject's rights laid down in Chapter III of GDPR;
- (vi) it shall implement and maintain the technical and organisational measures in relation to the processing of Personal Data by the Processor, as set out in Schedule 1, and taking into account the nature of the processing;

(vii) at the choice of the Controller, it deletes or returns all the Personal Data to the Controller after the end of the provision of Services relating to processing, and deletes existing copies unless Data Protection Laws require storage of the Personal Data;

(viii) it will contribute to audits or inspections by making available to the Customer upon request audit reports which the Controller must treat confidentially. The Processor will respond to a written security questionnaire submitted to it by the Controller provided that the Controller will not exercise this right more than once per year;

(ix) in respect of any Personal Data Breach involving Personal Data, the Processor shall, without undue delay notify the Controller of the Personal Data Breach; and provide the Controller with details of the Personal Data Breach. "Personal Data Breach" means any actual breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, any Personal Data;

(x) all transfers by the Processor of Personal Data to countries outside the United Kingdom and European Economic Area shall (to the extent required under Data Protection Laws) be effected by way of such legally enforceable mechanism(s) for transfers of personal data as may be permitted under Data Protection Laws from time to time which may include the standard contractual clauses or an organisation which holds a valid privacy shield certification.; and -

(xi) maintain complete and up to date records of processing activities carried out on the Controller's behalf as required by the Data Protection Laws.

To the extent that Vendor processes any Personal Data on the Customer's behalf when performing its obligations under this Agreement, the Customer shall:

(i) ensure that the Customer is entitled to lawfully transfer the Relevant Personal data to Vendor so that Vendor may lawfully use, process and transfer the Personal Data in accordance with this Agreement on the Customer's behalf;

(ii) ensure that the relevant third parties have been informed of, and have given their permissions or consent to, such use, processing, and transfer as required under Data Protection Laws or other applicable law;

(iii) take appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data or its accidental loss, destruction or damage;

(iv) not instruct or request Vendor (including in the Customer's use of the Services) to undertake any processing which is not in accordance with Data Protection Laws; and

(v) notwithstanding any other indemnity provided by the Customer in connection with this Agreement, the Customer shall indemnify Vendor (and each of their respective officers, employees and agents) against all losses, costs, expenses or liabilities incurred by Vendor as a result of any breach of this clause 11.

In the event that each party acts as independent controllers, each party agrees that it shall:

(i) at all times during the term of this Agreement, comply with the Data Protection Laws;

(ii) provide reasonable assistance as is necessary to each other to:

a. enable each party to comply with any subject access requests (whether in relation to access to personal data, rectification, restrictions on processing, erasure or portability) and to respond to any other queries or complaints from their data subjects ("Data Subject Request") in accordance with the Data Protection Laws;

b. facilitate the handling by the other party of any Personal Data Breach for which the other party is responsible as soon as reasonably practicable upon becoming aware which shall include the party responsible for the breach notifying: (i) the Information Commissioner's Office (ICO) or other applicable supervisory authority and data subjects as required under the Data Protection Laws; and (ii) before such notification, each party agrees not to make any other announcement or otherwise make public any notice or information about a Personal Data Breach without the other party's approval, where applicable; and

c. provide reasonable assistance as is necessary to the other party to respond within a reasonable time to any enquiries from the ICO or other applicable supervisory authority.

The Customer shall be responsible for maintaining the security of accounts, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer accounts with or without the Customer's knowledge or consent.

The Customer acknowledges that it is responsible for taking back-up copies of any data and appropriate precautions to protect the Customer's computer systems against unauthorised access. If the Customer does anything to or in relation to the Services which is a criminal offence under any law, including but not limited to the Computer Misuse Act 1990, the Customer's right to use the Services will be withdrawn immediately. Due to the nature of the Internet the Services are not guaranteed to be delivered free of all viruses and technical defects of any description.

## L0. THIRD PARTY SERVICE PROVIDERS

The Customer acknowledges that the Services may enable or assist it to access the services or content of or correspond with third-party services (including [Slack], [Google], [Salesforce] and any payment processor such as Stripe to which the Services may facilitate access) and that it does so solely at its own risk.

Vendor makes no representation or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or interactions with, any such third-party service.

Vendor recommends that the Customer refers to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website in connection with the Services. Vendor does not endorse or approve any third-party service nor the content of any of the third-party service made available via the Services.

## L1. CONFIDENTIALITY

In this clause, "Proprietary Information" means all information (whether written, oral or in some other form) disclosed to or obtained by one party (whether directly or indirectly) from the other (whether before or after the signing of this agreement), including all information relating to that other's business, operations, systems, processes, products, trade secrets, know how, contracts, finances, plans, strategies or current, former or prospective clients, customers, partners or suppliers (together with copies made of any of the foregoing) and which information is marked as being confidential or might reasonably be assumed to be confidential, but excluding information which:

- (a) is available to the public other than because of any breach of this Agreement;
- (b) is, when it is supplied, already known to whoever it is disclosed to in circumstances in which they are not prevented from disclosing it to others; or
- (c) is independently obtained by whoever it is disclosed to in circumstances in which they are not prevented from disclosing it to others.

Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose Proprietary Information to the other. Proprietary Information of Vendor includes all non-public information regarding features, functionality and performance of the Services. Proprietary Information of the Customer includes non-public data provided by the Customer to Vendor (for example, the parties and content of contracts) to enable the provision of the Services.

The Receiving Party agrees:

- (i) to take reasonable precautions to protect such Proprietary Information; and
- (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information.

The Customer agrees that Vendor may issue a press release or other suitable form of publicity (including on Vendor's website or other medium) advertising that it is a customer of Vendor.

Notwithstanding anything in this Agreement, Vendor may use any data, input, enhancements, know how or insights provided by the Customer to develop or improve services provided by Vendor to the Customer or any other customers of Vendor.

## L2. INDEMNITIES

The Customer shall defend, indemnify and hold harmless Vendor against claims, actions, proceedings, losses, damages, expenses and costs (including court costs and reasonable legal fees) arising out of or in connection with the Customer's use of the Services, provided that:

- (a) the Customer is given prompt notice of any such claim;
- (b) Vendor 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.

Vendor shall defend the Customer, its officers, directors and employees against any claim that the Services infringe any United Kingdom patent effective as of the Effective Date, copyright, trade mark, database right or right of confidentiality, and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims, provided that:

(a) Vendor is given prompt notice of any such claim;

(b) the Customer provides reasonable co-operation to Vendor in the defence and settlement of such claim, at Vendor's expense; and

(c) Vendor is given sole authority to defend or settle the claim.

The indemnity immediately above states the Customer's sole and exclusive rights and remedies, and Vendor's (including Vendor's employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.

### **L3. LIMITING OUR LIABILITY**

This clause 15 sets out the entire financial liability of Vendor (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer:

(i) arising under or in connection with this Agreement;

(ii) in respect of any use made by the Customer of the Services or any part of them; and

(iii) in respect of any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.

Except as expressly and specifically provided in this Agreement:

(i) the Customer assumes sole responsibility for results obtained from the use of the Services by the Customer, and for conclusions drawn from such use. Vendor shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Vendor by the Customer in connection with the Services, or any actions taken by Vendor at the Customer's direction;

(ii) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this agreement; and

(iii) the Services are provided to the Customer on an "as is" basis. Nothing in this Agreement excludes the liability of Vendor: (a) for death or personal injury caused by Vendor's negligence; (b) for fraud or fraudulent misrepresentation; or

(iv) any liability for which it would be unlawful to exclude or attempt to exclude. Subject to the paragraph immediately above:

(a) Vendor shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information (including Customer Data), or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this agreement; and

(b) Vendor's total aggregate liability in contract (including in respect of the indemnities in clause 14), 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 be limited to 100% of the total fees paid by the Customer to Vendor in respect of the Services during the 6 months immediately preceding the date on which the claim arose.

### **L4. OTHER IMPORTANT TERMS**

This Agreement shall constitute the entire agreement between the parties in relation to the subject matter of this Agreement, and shall supersede all previous agreements, arrangements and understandings between the parties in respect of that subject matter.



Each of Vendor and the Customer acknowledges and agrees that in entering into this agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this agreement or not) relating to the subject matter of this agreement, other than as expressly set out in this agreement.

A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 or any other applicable law or regulation to enforce any provision of this Agreement.

This Agreement may not be varied except by a written document signed by or on behalf of each of the parties.

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 prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy. If any part of this Agreement is, or is found to be, unenforceable under a relevant law, that will not affect the enforceability of the rest of this Agreement.

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

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. 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).

## 15. INTERPRETATION

Headings in this Agreement are included for ease of reading and shall not affect the interpretation of this Agreement.

References to 'writing' in this Agreement include email and communication by means of the Customer dashboard comprised in the Hosted Services.

If there is an inconsistency between any of the provisions in the main body of this Agreement, any Schedule or Scope of Work document, the provisions in the main body of this Agreement (including the Order Form) shall prevail.

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.

# SCHEDULE 1

## DATA PROCESSING DETAILS

1. Subject-matter of processing: []
2. Duration of the processing: []
3. Nature and purpose of the processing: []
4. Type of Personal Data: []
5. Categories of Data Subjects: []
6. Technical and Organisational Security measures applied to the Customer Data: []

[name]

Other party

X \_\_\_\_\_

Signatory: [empty member name]

Email of signatory: [empty member email]

Timestamp: [empty signing timestamp]

X \_\_\_\_\_

Signatory: [empty member name]

Email of signatory: name@email.com

Timestamp: [empty signing timestamp]