

Maplebrook Group Ltd

Software as a service (SaaS) Agreement

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1 Definitions and interpretation

- 1.1 The definitions and rules of interpretation set out in Schedule 1 shall apply to our Agreement.
- 1.2 In our Agreement:
- 1.2.1 each Order Form entered into by the Customer shall form a separate agreement, incorporating these Master SaaS Terms together with the Acceptable Use Policy (our **Agreement**). The Agreement is a binding contract between the Supplier and the Customer and shall apply to the exclusion of any other terms that the Customer may seek to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing;
 - 1.2.2 in the event of any conflict in respect of the provisions of our Agreement and/or the documents referred to therein the following order of priority shall prevail (in descending order of priority):
 - (a) the Order Form;
 - (b) the Master SaaS Terms
 - (c) the Acceptable Use Policy; and
 - (d) the Documentation;
 - 1.2.3 subject to the order of priority between documents in clause 1.2.2, later versions of documents shall prevail over earlier ones if there is any conflict or inconsistency between them.
- 1.3 Any obligation of the Supplier under our Agreement to comply or ensure compliance by any person or the Services with any law shall be limited to compliance only with laws within the Subscribed Territory as generally applicable and relevant to businesses and to providers of software as a service solutions. Such obligations shall not be construed to create any obligation on the Supplier (or anyone acting on its behalf) or any part of the Services to comply with any laws or regulations which apply solely to specific commercial or other activities (such as insurance, legal advice or banking or other professional services) or which apply solely to a specific commercial or non-commercial sector (or part thereof) (such as the public, legal, accountancy, actuarial, insurance, banking or financial service sectors).
- 1.4 The Customer is responsible for ensuring that the terms of the Order Form are complete and accurate and are complied with.

2 Rights of use

- 2.1 Upon Order Acceptance and subject to the terms of our Agreement, in consideration of the Fees paid, the Supplier grants the Customer a non-exclusive, non-transferable, revocable licence to:
- 2.1.1 use each Subscribed Service during Service Hours; and
 - 2.1.2 copy and use the Documentation as strictly necessary for its use by Authorised Users of the Subscribed Services,
- within the relevant Subscribed Territory during the Subscribed Service Period (and any Extended Period) for the Permitted Purpose.

- 2.2 The Supplier shall make the Subscribed Service available to the Customer within two Business Days from Order Acceptance. Once available and set up has been completed by the Supplier to the Supplier's satisfaction, the Supplier shall notify the Customer at which point the Subscribed Services shall be deemed to have been delivered by the Supplier to the Customer. The use of the Subscribed Services is at all times subject to the Customer's compliance with our Agreement and the requirements identified in our Agreement.
- 2.3 The Customer shall be deemed to have accepted the Subscribed Service once the Customer accesses the Subscribed Service.
- 2.4 The Customer acknowledges that the Services do not include:
- 2.4.1 any services, systems or equipment required to access the internet (and that the Customer is solely responsible for procuring access to the internet and for all costs and expenses in connection with internet access, communications, data transmission and wireless or mobile charges incurred by it in connection with use of the Services);
- 2.4.2 dedicated data back up or disaster recovery facilities (and the Customer should ensure it at all times maintains backups of all Customer Data); and
- 2.4.3 that, unless expressly stated in our Agreement, no assurance is given that the Services will comply with or satisfy any legal or regulatory obligation of any person.
- 2.5 In relation to the scope of use:
- 2.5.1 the Customer may not use the Subscribed Services other than as specified in clause 2.1 without the prior written consent of the Supplier, and the Customer acknowledges that additional fees may be payable on any change of use approved by the Supplier.
- 2.5.2 the Customer shall not, and has no right to, undertake any of the following:
- (a) copying, reproducing, publishing, distributing, redistributing, broadcasting, transmitting, modifying, adapting, editing, abstracting, storing, archiving, displaying publicly or to third parties, selling, licensing, leasing, renting, assigning, transferring, disclosing (in each case whether or not for charge) or in any way commercially exploiting any part of any Subscribed Service or Documentation;
 - (b) permitting any use of any Subscribed Service or Documentation in any manner by any third party (including permitting use in connection with any timesharing or service bureau, outsourced or similar service to third parties or making any Subscribed Service or Documentation (or any part thereof) available to any third party or allowing or permitting a third party to do any of the foregoing (other than to the Authorised Affiliates for the Permitted Purpose));
 - (c) combining, merging or otherwise permitting any Subscribed Service (or any part of it or any Application) to become incorporated in any other program or service, or arranging or creating derivative works based on it (in whole or in part); or
 - (d) attempting to reverse engineer, observe, study or test the functioning of or decompile the Applications or the Services (or any part thereof).

- 2.6 The Customer may not use any information provided by the Supplier or obtained by the Customer via our Agreement, the Services or otherwise to create any software, application, programme or service whose expression is substantially similar to that of the Services nor use such information in any manner which would be restricted by any Intellectual Property Rights subsisting in it.
- 2.7 The Customer shall not:
- 2.7.1 sub-license, assign or novate the benefit or burden of this licence in whole or in part;
 - 2.7.2 allow the Services (or any part thereof) to become the subject of any charge, lien or encumbrance; and
 - 2.7.3 deal in any other manner with any or all of its rights and obligations under this Agreement,
- unless otherwise agreed in writing by the Supplier and/or stated in the Order Form.
- 2.8 The Customer shall:
- 2.8.1 ensure that the Subscribed Services are used on equipment which hold all minimum system requirements (as may be notified by the Supplier to the Customer from time to time);
 - 2.8.2 notify the Supplier as soon as it becomes aware of any unauthorized use of the Subscribed Services by any person;
 - 2.8.3 without prejudice to clause 3.4.2, pay, for broadening the scope of the licences granted under this Agreement to cover the unauthorized use, an amount equal to the fees which the Supplier would have levied (in accordance with the Supplier's Standard Pricing Terms) had it licensed any such unauthorised use on the date when such use commenced.
- 2.9 For the avoidance of doubt, unless otherwise agreed by the Supplier in writing and/or stated in the Order Form, any licence granted under our Agreement is non-exclusive and as such, the Supplier is entitled at its absolute discretion to:
- 2.9.1 grant the same or similar licences, arrangements or otherwise to the that granted under our Agreement to any other third party inside or outside of the Subscribed Territory; and/or
 - 2.9.2 itself operate and undertake any business whatsoever relating to the Subscribed Services or otherwise inside or outside of the Subscribed Territory.

3 Authorised Users

- 3.1 The Customer shall ensure that only Authorised Users use the Subscribed Services and that such use is at all times in accordance with our Agreement. The Customer shall ensure that Authorised Users are, at all times whilst they have access to the Subscribed Services, the employees or contractors of the Customer or the Authorised Affiliates.
- 3.2 The Customer shall keep a list of all Authorised Users and shall notify the Supplier within two Business Days if any updates to any list of Authorised Users are made or required, including when Authorised Users cease to be employed or engaged by a relevant entity such that they

are no longer entitled to be Authorised Users. Where termination of such relationship is known in advance, the Customer shall provide such information to the Supplier as soon as reasonably possible prior to such termination of that relationship, together with the date such person shall cease to be an Authorised User.

- 3.3 The Customer shall ensure that the number of Authorised Users for each Subscribed Service do not exceed the number of Purchased Authorised Users Accounts for the relevant Subscribed Service at any time. The Customer is entitled to remove one individual as an Authorised User and replace them with another individual in accordance with the terms of our Agreement, but Authorised User accounts cannot be shared or used by more than one individual at the same time.
- 3.4 Without prejudice to any other right or remedy of the Supplier, in the event the Customer is in breach of clause 3.3 then:
 - 3.4.1 the warranties in clause 9.1 shall cease to apply to the relevant Subscribed Service for the duration of the period during which the Customer is in breach of clause 3.3; and
 - 3.4.2 the Customer shall be liable to pay for the number of Authorised Users above the number of Purchased Authorised Users Accounts for that Subscribed Service for the relevant period during which infringement occurred in accordance with the Supplier's Standard Pricing Terms.
- 3.5 The Customer shall:
 - 3.5.1 be liable for the acts and omissions of the Authorised Users and the Authorised Affiliates as if they were its own;
 - 3.5.2 only provide Authorised Users with access to the Services via the access method provided by the Supplier and shall not provide access to (or permit access by) anyone other than an Authorised User; and
 - 3.5.3 procure that each Authorised User (and each Authorised Affiliate) is aware of, and complies with, the obligations and restrictions imposed on the Customer under our Agreement, including all obligations and restrictions relating to the Supplier's Confidential Information.
- 3.6 The Customer warrants and represents that it, and all Authorised Users and all others acting on its or their behalf (including systems administrators) shall, keep confidential and not share with any third party (or with other individuals except those with administration rights at the Customer and its Authorised Affiliate's organisation as necessary for use of the Service) their password or access details for any Subscribed Service.
- 3.7 The Customer shall (and shall procure all Authorised Affiliates and Authorised Users shall) at all times comply with the Acceptable Use Policy and all other provisions of our Agreement.
- 3.8 If any password has been provided to an individual that is not an Authorised User, the Customer shall, without delay, disable any such passwords and notify the Supplier immediately.
- 3.9 The Customer shall comply (and shall ensure all Authorised Affiliates and Authorised Users comply) with all applicable laws, rules, and regulations governing export that apply to the Services, the Customer Data and the Documentation (or any part thereof) (**Export Control Laws**), and shall not export or re-export, directly or indirectly, separately or as a part of a system, the Services, the Customer Data or the Documentation (or any part thereof) to, or

access or use the Services, the Customer Data or the Documentation (or any part thereof) in, any country or territory for which an export licence or other approval is required under the laws of the United Kingdom, the United States, the European Union or any of its member states, without first obtaining such licence or other approval. The Customer shall be solely responsible for ensuring its access, importation and use of the Services, the Customer Data and Documentation in or into any part of the Subscribed Territory or elsewhere complies with all Export Control Laws and all other applicable laws.

3.10 The Customer undertakes:

3.10.1 contractually to oblige any third party to whom it discloses or transfers any such data or products to make an undertaking to it in similar terms to the one set out above at clause 3.9; and

3.10.2 if requested, to provide the Supplier with any reasonable assistance to enable the Supplier to perform any activity which may be required by any competent government or agency in any relevant jurisdiction for the purpose of compliance with any Export Control Laws or other applicable laws.

3.11 Clauses 3.5 to 3.10 (inclusive) shall survive termination or expiry of our Agreement.

4 Indemnity

4.1 The Customer shall indemnify, keep indemnified and hold harmless the Supplier (on the Supplier's own behalf on behalf of each of the Supplier's Affiliates) from and against any losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and other professional costs and expenses), claims, damages and liabilities suffered or incurred by the Supplier (or any of its Affiliates) arising out of or in connection with:

4.1.1 any breach by the Customer, Authorised Affiliates, any Authorised User and/or any sub-licensee of the terms of our Agreement;

4.1.2 any claim made against the Supplier and/or the Customer by a third party (including without limitation any Customer client or customers) arising out of, or in connection with, the Services (or any part thereof) including where such claim relates to any documents, support, guidance or advice provided by the Supplier its employees, agents or subcontractors, or the breach, negligent performance or failure or delay in performance of this Agreement by the Supplier, its employees, agents or subcontractors;

4.1.3 any advice, documents, reports, services, guidance or otherwise which may be provided by the Customer to a third party (including without limitation any Customer client or customers);

4.1.4 any professional negligence claims, service complaints or otherwise made against the Supplier and/or the Customer by a third party (including without limitation any Customer client or customers) and any associated costs or compensation relating to the same.

4.2 Any payment made by the Customer in respect of a claim under this clause 4 shall include:

4.2.1 an amount in respect of all costs and expenses incurred by the Supplier in bringing the relevant indemnity claim (including a reasonable amount in respect of management time); and

4.2.2 any amount necessary to ensure that, after any taxation of the payment, the Supplier is left with the same amount it would have had if the payment was not subject to taxation.

4.3 This clause 4 shall survive termination or expiry of our Agreement.

5 Support and Human Compliance Will Checking Service

Support Services

5.1 Support Services shall be available for each Subscribed Service to the Customer for the duration of the respective Subscribed Service Period (and any Extended Period), to the extent and in the manner specified in the relevant Order Form.

5.2 The Supplier will use reasonable endeavours to notify the Customer in advance of scheduled maintenance, but the Customer acknowledges that it may receive no advance notification for downtime caused by Force Majeure or for other emergency maintenance.

5.3 The Supplier will provide the Customer with all Maintenance Releases generally made available to its customers. The Customer shall apply and use all Maintenance Releases as soon as reasonably practicable after receipt.

Human Compliance Will Checking Service

5.4 Subject to clause 5.5, the Human Compliance Will Checking Service shall be made available to the Customer for the duration of the Subscribed Service Period (and any Extended Period) and will be subject to an additional charge (in addition to the Fees) which shall be paid in accordance with clause 8.8.

5.5 The Supplier may, at its discretion at any time during of the Subscribed Service Period (and any Extended Period), terminate the availability of the Human Compliance Will Checking Service to the Customer on 30 days written notice.

6 Platform Partner Services

6.1 Subject to clause 6.2 and clause 6.3, such Platform Partner Services as are available to the Supplier shall be made available to the Customer for the duration of the Subscribed Service Period (and any Extended Period).

6.2 The Supplier makes no assurances, representations or warranties concerning the availability of any particular Platform Partner or any particular Platform Partner Services.

6.3 To the fullest extent permitted by law, the Supplier excludes any assurances, representations or warranties concerning the quality of the Platform Partner Services, and the Supplier shall not in any circumstances have any liability for any losses or damages which may be suffered by the Customer (or any person claiming under or through the Customer), whether the same are suffered directly or indirectly or are immediate or consequential, and whether the same arise in contract, tort (including negligence) or otherwise howsoever, relating to the Platform Partner Services. If the Customer makes a Referral to a Platform Partner and the customer or client enters into a Relevant Contract, the Customer shall be entitled to Commission in accordance with clause 8.16.

7 Changes to services and terms

- 7.1 The Supplier may at its absolute discretion make, and notify the Customer of, updated versions of the documents referred to in clause 1.2.2 or other documents referred to in any part of our Agreement (excluding in each case the Order Form) from time to time by notifying the Customer of such update by e-mail (together with a copy of the update or a link to a copy of the update) or by any other reasonable means which the Supplier elects (**Update Notification**).
- 7.2 The document(s) subject to such Update Notification shall replace the preceding version of the same document(s) for the purposes of our Agreement from the date 30 Business Days' after Update Notification of such revised document(s) (the **Update**) (or at such later date as the Supplier may specify).
- 7.3 The Customer acknowledges that the Supplier shall be entitled to modify the features and functionality of the Services. The Supplier shall use reasonable endeavours to ensure that any such modification does not materially adversely affect the use of the relevant Subscribed Service(s) by the Customer. The Supplier may, without limitation to the generality of this clause 7.3, establish new limits on the Services (or any part), including limiting the volume of data which may be used, stored or transmitted in connection with the Service, remove or restrict application programming interfaces or make alterations to data retention periods, provided such changes are introduced by Update to the relevant impacted contractual documents.

8 Fees and charges

- 8.1 The Fees and any other charges (including expenses) expressly agreed between the parties in writing shall be paid by the Customer at the rates and in the manner described in the Pricing Terms, or in this Agreement.
- 8.2 Where applicable in the Pricing Terms as applying to the Subscribed Services being purchased by the Customer, the Customer shall pay the Supplier the Fees as follows:
- 8.2.1 the Up Front Fees on Order Acceptance;
- 8.2.2 the Monthly Fixed Fees paid monthly in advance, being paid in accordance with clause 8.3 and as follows:
- (a) in the first 12 month period, the first payment due and payable on Order Acceptance being two (2) x the Monthly Fixed Fee, and then further payments of one (1) x the Monthly Fixed Fee being paid on the same day each month thereafter for the next 10 months; and
- (b) following the expiry of the first 12 month period, further payments of one (1) x the Monthly Fixed Fee being paid on the same day each month thereafter as the payment date in (a) above for the remainder of the Subscribed Service Period (and any Extended Period);
- 8.2.3 the Monthly Turnover Fee paid monthly during the Subscribed Service Period (and any Extended Period) in accordance with clause 8.5.
- 8.3 An invoice will be issued annually by the Supplier to the Customer for the total amount of the Monthly Fixed Fees due in that 12 month period. The Customer must pay the Monthly Fixed Fees each month by direct debit to the Supplier's bank account (as notified by the Supplier). The appropriate direct debit form must be completed, signed and submitted to the Supplier on Order Acceptance.

- 8.4 Without prejudice to any other right or remedy available under this Agreement, in the event that a direct debit payment authorised under clause 8.3 should fail for any reason (**Direct Debit Failure**), the Supplier reserves the right to charge the Customer an administration fee of £50.00 (fifty pounds) for each Direct Debit Failure. The Customer acknowledges that this is a genuine pre-estimate of the loss that the Supplier expects to incur.
- 8.5 Within 7 days of the end of each month during the Subscribed Service Period (and any Extended Period), the Customer shall submit to the Supplier a written statement of the aggregate Net Turnover in respect of the previous month recording the calculation of such amount and in particular:
- 8.5.1 the number of instructions undertaken by the Customer and fees obtained during the previous month to which the Monthly Net Turnover Fees relate;
 - 8.5.2 the Monthly Net Turnover Fees due and payable (based on the percentage as set out in the Pricing Terms);
 - 8.5.3 details of the type and value of cost(s) to be deducted from the Net Turnover; and
 - 8.5.4 any other particulars the Supplier may reasonably require.

Following receipt of the statement set out in this clause, the Supplier shall invoice the Customer for the Monthly Net Turnover Fee due as set out in such statement. Such Monthly Net Turnover Fee due shall be paid by the Customer within 14 days of the date of such invoice. If the Supplier disputes the statement of monies due, the Supplier shall immediately notify the Customer in writing. The parties shall negotiate in good faith to attempt to resolve the dispute promptly. The Customer shall provide all evidence as may be reasonably necessary to verify the disputed statement of monies due. If the parties have not resolved the dispute within 30 days of the Supplier giving notice to the Customer, either party may request that the dispute is referred to the Independent accountant for determination (**Independent Accountant**). If the parties fail to agree who to appoint as the Independent Accountant within 5 Business Days, either party may apply to the President for the time being of the Institute of Chartered Accountants in England and Wales to appoint the Independent Accountant. The Independent Accountant shall act as an expert not as an arbitrator. The value of any payment to be made (as set out and in accordance with the Independent Accountant's determination) shall (in the absence of fraud or manifest error) be binding on the parties. The reasonable fees of the Independent Accountant shall be borne by the parties in such proportions as the Independent Accountant may determine.

- 8.6 Without prejudice to clause 8.8.3, the Fees payable to the Supplier under our Agreement shall be paid into the Supplier's bank account (as notified by the Supplier) in full cleared funds by BACS electronic funds transfer, unless otherwise notified by the Supplier to the Customer in writing in accordance with our Agreement.
- 8.7 In the event that the Customer has paid a Deposit, such Deposit shall be retained by the Supplier but the value of such Deposit shall be deducted from either the Up Front Fee or the Monthly Fixed Fee which is payable (as may be decided and directed by the Supplier).
- 8.8 When using the Human Compliance Will Checking Service, the Customer shall be charged and shall pay the Supplier £25.00 (plus VAT) for each single or mirrored will (unless otherwise specified by the Supplier). This charge shall be deducted from the Customer's account on the Maplebrook EDGE® software platform each time the Customer uses the Human Compliance Will Checking Service and the Customer shall be responsible for ensuring that there is a

sufficient balance in such account to cover any such charges which are incurred. In the event that there is a shortfall, the Customer must pay to the Supplier any such shortfall immediately on demand.

- 8.9 The Fees and any charges attributed to the Human Compliance Will Checking Service are exclusive of VAT which shall be payable by the Customer at the rate and in the manner prescribed by law.
- 8.10 If any payment becomes due on a day that is not a Business Day, the due date of such payment will be extended to the next succeeding Business Day, or, if that Business Day falls in the following calendar month, such due date shall be the immediately preceding Business Day.
- 8.11 If the Customer fails to make any payment due to the Supplier under this Agreement by the due date for payment, then, without limiting the Supplier's remedies under this Agreement, the Supplier shall have the right to:
- 8.11.1 charge interest on the overdue amount at the rate of 8% per year above the base rate of Bank of England 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 judgment. The Customer shall pay the interest together with the overdue amount; or
- 8.11.2 increase the amount of the monthly direct debit facility, set up and authorised under clause 8.3 of this Agreement, in such amount as is necessary to satisfy payment in full of any outstanding sums
- 8.12 The Supplier shall be entitled to increase the Fees (or any part thereof) for any and all Services or the charges attributed to the Human Compliance Will Checking Service at any time by notice to the Customer provided that the Supplier shall not be entitled to increase the Fees (or any part thereof) or the charges attributed to the Human Compliance Will Checking Service on less than four weeks prior notice or more than once every 6 months.
- 8.13 To the extent our Agreement terminates or expires (other than due to valid termination by the Customer under clause 21.2) the Customer shall not be entitled to any refund or discount of any Fees or monies paid (including without limitation for any parts of any month during which the Services cease to be provided).

Relevant Contract Payment Provisions

- 8.14 If the Customer has entered into a Relevant Contract in accordance with clause 6.4, an invoice for the Platform Partner Services will be issued to the Customer by the Platform Partner on the Platform. The due date for payment of the invoice shall be 14 days from the date of the invoice (unless otherwise specified on the invoice) and payment must be made to the Supplier (on behalf of the Platform Partner) in accordance with clause 8.6.
- 8.15 If the Customer fails to make payment in accordance with clause 8.14, the Supplier is hereby authorised by the Customer to increase the amount of the monthly direct debit facility, set up and authorised under clause 8.3 of this Agreement, in such amount as is necessary to satisfy payment in full of the invoice raised under clause 8.14.
- 8.16 Commission is payable by the Supplier to the Customer in respect of each Relevant Contract. Commission shall be paid to the Customer within 10 Business Days of:
- 8.16.1 the Supplier's receipt of payment in accordance with clause 8.14 or clause 8.15; or

- 8.16.2 in relation to a Referral, when the Supplier receives payment from the Platform Partner.
- 8.17 Commission payable under our Agreement is exclusive of VAT, which shall be added to the payment in question.
- 8.18 To the extent our Agreement terminates or expires, the Supplier shall be under no obligation to pay any Commission, including in respect of any Commission entitlements that arose prior to termination or expiry.

9 Warranties

- 9.1 Subject to the remainder of this clause 9, the Supplier warrants that the Subscribed Services (excluding the Platform Partner Services) will conform in all material respects to the Description for a period of 7 days from the time the Subscribed Services are made available and set up has been completed by the Supplier in accordance with clause 2.2 (**Warranty Period**).
- 9.2 If, within the Warranty Period, the Customer notifies the Supplier in writing of any defect or fault in the Subscribed Services in consequence of which it fails to conform in all material respects to the Description and the Supplier is of the opinion that this is the case, and such defect or fault has not occurred as a result of the circumstance set out in clause 9.7, the Supplier shall, at the Supplier's option, do one of the following:
- 9.2.1 use reasonable endeavours to repair or replace the impacted Services within a reasonable time; or
- 9.2.2 (whether or not it has first attempted to repair or replace the impacted Service), terminate this Agreement immediately by notice in writing to the Customer and refund any of the Fees paid by the Customer as at the date of termination (less a reasonable sum in respect of the Customer's use of the Subscribed Services to the date of termination) on return of Supplier's Confidential Information,
- provided the Customer provides all the information that may be necessary to assist the Supplier in resolving the defect or fault, including a documented example of any defect or fault, or sufficient information to enable the Supplier to re-create the defect or fault.
- 9.3 To the maximum extent permitted by law, clause 9.2 sets out the Customer's sole and exclusive remedy (however arising, whether in contract, negligence or otherwise) for any breach of any of the warranties in clause 9.1.
- 9.4 The Customer accepts responsibility for the selection of the Subscribed Services to achieve its intended results and acknowledges that the Subscribed Services has not been developed to meet the individual requirements of the Customer.
- 9.5 The Customer acknowledges that, unless otherwise stated in our Agreement, the Open Source Software, Free or Trial Services, Support Services and the Human Compliance Will Checking Service provided in connection with this Agreement are provided 'as is' and without warranty to the maximum extent permitted by law and to that end Sections 13 and 14 of the Supply of Goods and Services Act 1982 shall not apply to any of the Open Source Software, Free or Trial Services, Support Services or the Human Compliance Will Checking Service provided by the Supplier under this Agreement.

- 9.6 The Services may be subject to delays, interruptions, errors or other problems resulting from use of the internet or public electronic communications networks used by the parties or third parties. The Customer acknowledges that such risks are inherent in cloud services and that the Supplier shall have no liability for any such delays, interruptions, errors or other problems.
- 9.7 The warranties in clause 9.1 are subject to the limitations set out in clause 19 and shall not apply to the extent that any error in the Services arises as a result of:
- 9.7.1 incorrect operation or use of the Services by the Customer, any Authorised Affiliate or any Authorised User (including any failure to follow the Documentation or any instructions of the Supplier, or failure to meet minimum specifications as may be specified by the Supplier from time to time);
 - 9.7.2 use of any of the Services other than for the purposes for which it is intended;
 - 9.7.3 use of any Services with other software or services or on equipment with which it is incompatible (unless the Supplier recommended or required the use of that other software or service or equipment);
 - 9.7.4 any act by any third party (including hacking or the introduction of any virus or malicious code);
 - 9.7.5 any act or omission of a Platform Partner;
 - 9.7.6 any modification of Services (other than that undertaken by the Supplier or at its direction); or
 - 9.7.7 any breach of our Agreement by the Customer (or by any Authorised Affiliate, Authorised User and/or sub-licensee).
- 9.8 The Supplier may make Non-Supplier Materials available for the Customer's use in connection with the Services. The Customer agrees that:
- 9.8.1 the Supplier has no responsibility for the use or consequences of use of any Non-Supplier Materials;
 - 9.8.2 the Customer's use of any Non-Supplier Materials shall be governed by the applicable terms between the Customer and the owner or licensor of the relevant Non-Supplier Materials;
 - 9.8.3 the Customer is solely responsible for any Non-Supplier Materials used in connection with the Services and for compliance with all applicable third party terms which may govern the use of such Non-Supplier Materials; and
 - 9.8.4 the continued availability, compatibility with the Services and performance of the Non-Supplier Materials is outside the control of the Supplier and the Supplier has no responsibility for any unavailability of or degradation in the Services to the extent resulting from the availability, incompatibility or performance of any of the Non-Supplier Materials;
- 9.9 The Customer acknowledges that the Supplier does not warrant that, and no liability or obligation is accepted by the Supplier (howsoever arising whether under contract, tort, in negligence or otherwise) that:

- 9.9.1 the Subscribed Services shall meet the Customer's individual needs, whether or not such needs have been communicated to the Supplier;
 - 9.9.2 the operation of the Subscribed Services shall be uninterrupted or error free; or
 - 9.9.3 the Subscribed Services will be compatible with any other software or service or with any hardware or equipment (except to the extent expressly referred to as compatible in Description).
- 9.10 The Customer agrees and acknowledges that the tools, information, advice, materials and opinions provided as a result of the Human Compliance Will Checking Service, or contained on the Websites, in a Zoom/video meeting, support materials or elsewhere are to assist the Customer in drafting and content for documents for the Customer's clients or customers. However, all the tools, information, advice, material and opinions provided as a result of the Human Compliance Will Checking Service, or contained on the Websites, in a Zoom/video meeting, support materials or elsewhere are not intended to constitute specific legal, will writing, estate planning, tax planning or other professional advice, and should not be relied on or treated as a substitute for specific advice relevant to particular circumstances. The Supplier does not guarantee or provide any warranty that this information is correct, complete or up to date. The Supplier does not accept any responsibility for any loss, damage or otherwise which may arise from reliance on tools, information, advice, materials and opinions provided as a result of the Human Compliance Will Checking Service, or published on the Websites, in a Zoom/video meeting, support materials or elsewhere, and the indemnity at clause 4 shall apply.
- 9.11 Other than as set out in this clause 9, and subject to clause 19.7, all other warranties, conditions, terms, undertakings or obligations which might have effect between the parties whether express or implied into this Agreement or any collateral contract, whether by statute, common law or otherwise, are hereby excluded to the fullest extent allowed by applicable law, including any implied terms, conditions, warranties or other terms as to satisfactory quality, fitness for any particular purpose or ability to achieve a particular result, or the use of reasonable skill and care.

10 Customer's responsibilities

- 10.1 The Customer shall (and shall procure all Authorised Affiliates and Authorised Users shall) at all times comply with all applicable laws and regulations relating to the use or receipt of the Services, including without limitation, the Data Protection Legislation, and all other laws and regulations relating to privacy, data protection and use of systems and communications.
- 10.2 From Order Acceptance and during the term of our Agreement, the Customer shall ensure that the Customer's website contains the following, which must be clearly visible and in a prominent position:
- 10.2.1 at least one of the Marks;
 - 10.2.2 an active link to www.Maplebrook.co.uk .
- The Customer shall comply strictly with the directions of the Supplier regarding the form, use and manner of the application of the Marks.
- 10.3 The Customer shall not use in its business any other trade mark confusingly similar to the Marks and shall not use the Marks or any word confusingly similar to the Marks as, or as part of, its

corporate or trading name or as, or as part of, any domain name without the prior written consent of the Supplier.

- 10.4 The Customer shall at all material times act in good faith towards the Supplier and the Platform Partner.
- 10.5 Within 7 days of the end of each month during the Subscribed Service Period (and any Extended Period), submit to the Supplier, a written statement of its use of the Platform Partner Services as follows:
 - 10.5.1 the Referral Date, including brief details of the nature of the Referral;
 - 10.5.2 the date on which it or its client or customer enter into a Relevant Contract;
 - 10.5.3 the amount it has agreed to pay to the Platform Partner in respect of a Relevant Contract.
- 10.6 The Customer covenants and undertakes to the Supplier that it shall not, either directly or indirectly and whether alone or in conjunction with or on behalf of any other person or whether as principal, shareholder, director, employee, agent, consultant or otherwise:
 - 10.6.1 during the term of our Agreement and where such functionality exists, communicate with a Platform Partner by any means other than through the Platform; and
 - 10.6.2 during the term of our Agreement and for a period of 3 years after termination or expiry, make any Referral to a Platform Partner or enter into any arrangements or other agreements to obtain the Platform Partner Services by any means other than through the Platform and pursuant to the terms of our Agreement.

11 Intellectual property

- 11.1 All Intellectual Property Rights in and to the Marks and Services (including in all Applications, Maintenance Releases, Documentation and all Supplier Provided Materials) belong to and shall remain vested in the Supplier or the relevant third-party owner (as the case may be) and the Customer shall have no rights in or to the Marks or the Services (including in all Applications, Maintenance Releases, Documentation and all Supplier Provided Materials) other than the right to use it in accordance with the terms of this Agreement. To the extent that the Customer, any of its Affiliates or any person acting on its or their behalf acquires any Intellectual Property Rights in Marks or the Services (including in all Applications, Maintenance Releases, Documentation and all Supplier Provided Materials), the Customer shall assign or procure the assignment of such Intellectual Property Rights with full title guarantee (including by way of present assignment of future Intellectual Property Rights) to the Supplier or such third party as the Supplier may elect. The Customer shall execute all such documents and do such things as the Supplier may consider necessary to give effect to this clause 11.1.
- 11.2 Except as expressly stated in the Order Form, the Supplier has no obligation to deliver any copies of any software to the Customer in connection with our Agreement or the Services.
- 11.3 The Customer and Authorised Users may be able to store or transmit Customer Data using one or more Subscribed Service and the Subscribed Services may interact with Customer Systems. The Customer hereby grants a royalty-free, non-transferable, non-exclusive licence for the Supplier (and each of its direct and indirect sub-contractors) to use, copy and otherwise utilise the Customer Data and Customer Systems to the extent necessary to perform or provide

the Services or to exercise or perform the Supplier's rights, remedies and obligations under our Agreement.

- 11.4 To the extent Non-Supplier Materials are made available to, or used by or on behalf of the Customer, any Authorised Affiliate or any Authorised User in connection with the use or provision of any Subscribed Service, such use of Non-Supplier Materials (including all licence terms) shall be exclusively governed by applicable third party terms notified or made available by the Supplier or the third party and not by our Agreement. The Supplier grants no Intellectual Property Rights or other rights in connection with any Non-Supplier Materials.
- 11.5 The Supplier may use any feedback and suggestions for improvement relating to the Services provided by the Customer, the Authorised Affiliates or any Authorised User without charge or limitation (**Feedback**). The Customer hereby assigns (or shall or procure the assignment) of all Intellectual Property Rights in the Feedback with full title guarantee (including by way of present assignment of future Intellectual Property Rights) to the Supplier at the time such Feedback is first provided to the Supplier. The Customer shall execute all such documents and do such things as the Supplier may consider necessary to give effect to this clause 11.5.
- 11.6 The Customer hereby waives (and shall ensure all relevant third parties have waived) all rights to be identified as the author of any work, to object to derogatory treatment of that work and all other moral rights in the Intellectual Property Rights assigned to the Supplier under our Agreement.
- 11.7 Except for the rights expressly granted in our Agreement, the Customer, any Authorised Affiliates, any Authorised User, any Customer Affiliate and their direct and indirect sub-contractors, shall not acquire in any way any title, rights of ownership, or Intellectual Property Rights of whatever nature in the Services (including in all Applications, Maintenance Releases, Documentation, Feedback, and all Supplier Provided Materials) and no Intellectual Property Rights of either party are transferred or licensed as a result of our Agreement.
- 11.8 This clause 11 shall survive the termination or expiry of our Agreement.

12 Defence against infringement claims

- 12.1 Subject to clauses 12.2 and 12.5, the Supplier shall:
- 12.1.1 defend at its own expense any claim brought against the Customer by any third party alleging that the Customer's use of the Services infringes any copyright, database right or registered trademark, registered design right or registered patent in the United Kingdom or any other Intellectual Property Rights of a third party (an **IP Claim**); and
- 12.1.2 pay, subject to clause 12.3, all costs and damages awarded or agreed in settlement or final judgment of an IP Claim.
- 12.2 If any third party makes an IP Claim, or notifies an intention to make an IP Claim against the Customer, the Supplier's obligations under clause 12.1 are conditional on the Customer:
- 12.2.1 promptly (and in any event within 2 Business Days) notifying the Supplier upon becoming aware of any actual or threatened IP Claim and provides full written particulars;
- 12.2.2 making no comment or admission and taking no action that may adversely affect the Supplier's ability to defend or settle the IP Claim;

- 12.2.3 providing all assistance reasonably required by the Supplier subject to the Supplier paying the Customer's reasonable costs;
 - 12.2.4 giving the Supplier and its professional advisers access at reasonable times (on reasonable prior notice) to its premises and its officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within the power or control of the Customer, so as to enable the Supplier and its professional advisers to examine them and to take copies for the purpose of assessing the IP Claim; and
 - 12.2.5 giving the Supplier sole authority to avoid, defend, compromise or settle the IP Claim as the Supplier considers appropriate.
- 12.3 The provisions of clause 19 shall apply to any payment of costs and damages awarded or agreed in settlement or final judgment of an IP Claim under clause 12.1.
- 12.4 If any IP Claim is made, or in the Supplier's reasonable opinion is likely to be made, against the Customer, the Supplier may at its sole option and expense:
- 12.4.1 procure for the Customer the right to continue to use the Subscribed Services (or any part thereof) in accordance with the terms of this Agreement;
 - 12.4.2 modify the Subscribed Services so that it ceases to be infringing;
 - 12.4.3 replace the Subscribed Services with non-infringing software or services; or
 - 12.4.4 terminate this Agreement immediately by notice in writing to the Customer and refund the Customer on a pro-rata basis for any unused proportion of Fees paid in advance.
- 12.5 The Supplier shall have no liability or obligation under this clause 12 in respect of (and shall not be obliged to defend) any IP Claim which arises in whole or in part from:
- 12.5.1 any modification of the Services (or any part) without the Supplier's express written approval;
 - 12.5.2 any Non-Supplier Materials;
 - 12.5.3 any Customer Data;
 - 12.5.4 any Free or Trial Services (or any Support Services provided in connection with them);
 - 12.5.5 any Open Source Software;
 - 12.5.6 any breach of our Agreement by the Customer;
 - 12.5.7 installation or use of the Services (or any part) otherwise than in accordance with our Agreement and the User Manual; or
 - 12.5.8 installation or use of the Services (or any part) in combination with any software, hardware or data that has not been supplied or expressly authorised by the Supplier.
- 12.6 Subject to clause 19.7, the provisions of this clause 12 set out the Customer's sole and exclusive remedy (howsoever arising, including in contract, tort, negligence or otherwise) for any IP Claim.

13 Customer Systems and Customer Data

- 13.1 Customer Data shall at all times remain the property of the Customer or its licensors.
- 13.2 Except to the extent the Supplier has direct obligations under the Data Protection Legislation, the Customer acknowledges that the Supplier has no control over any Customer Data hosted as part of the provision of the Services and may not actively monitor or have access to the content of the Customer Data. The Customer shall ensure (and is exclusively responsible for) the accuracy, quality, integrity and legality of the Customer Data and that its use (including use in connection with the Service) complies with all applicable laws and Intellectual Property Rights.
- 13.3 If the Supplier becomes aware of any allegation that any Customer Data may not comply with the Acceptable Use Policy or any other part of our Agreement the Supplier shall have the right to permanently delete or otherwise remove or suspend access to any Customer Data which is suspected of being in breach of any of the foregoing from the Services and/or disclose Customer Data to law enforcement authorities (in each case without the need to consult the Customer). Where reasonably practicable and lawful the Supplier shall notify the Customer before taking such action.
- 13.4 Except as otherwise expressly agreed in our Agreement, the Supplier shall not be obliged to provide the Customer with any assistance extracting, transferring or recovering any data whether during or after the Service Period. The Customer acknowledges and agrees that it is responsible for maintaining safe backups and copies of any Customer Data, including as necessary to ensure the continuation of the Customer's and Authorised Affiliates' businesses. The Customer shall, without limitation, ensure that it backs up (or procures the back up of) all Customer Data regularly (in accordance with its, its Authorised Affiliates and its Authorised User's needs) and extracts it from each Subscribed Service prior to the termination or expiry of our Agreement or the cessation or suspension of any of the Services.
- 13.5 The Supplier routinely undertakes regular backups of the Subscribed Services (which may include Customer Data) for its own business continuity purposes. The Customer acknowledges that such steps do not in any way make the Supplier responsible for ensuring the Customer Data does not become inaccessible, damaged or corrupted. To the maximum extent permitted by applicable law, the Supplier shall not be responsible (under any legal theory, including in negligence) for any loss of availability of, or corruption or damage to, any Customer Data.
- 13.6 Unless otherwise set out in the Order Form or subsequently agreed by the parties in writing, the Customer hereby instructs that the Supplier shall within 60 days of the earlier of the end of the provision of the Services (or any part) relating to the processing of the Customer Data securely dispose of such Customer Data processed in relation to the Services (or any part) which have ended (and all existing copies of it) except to the extent that any applicable laws requires the Supplier to store such Customer Data. The Supplier shall have no liability (howsoever arising, including in negligence) for any deletion or destruction of any such Customer Data undertaken in accordance with our Agreement.

14 Confidentiality and security of Customer Data

- 14.1 The Supplier shall maintain the confidentiality of the Customer Data and shall not without the prior written consent of the Customer or in accordance with our Agreement, disclose or copy the Customer Data other than as necessary for the performance of the Services or its express rights and obligations under our Agreement.

- 14.2 The Supplier:
- 14.2.1 undertakes to disclose the Customer Data only to those of its officers, employees, agents, contractors and direct and indirect sub-contractors to whom, and to the extent to which, such disclosure is necessary for the purposes contemplated under our Agreement or as otherwise reasonably necessary for the provision or receipt of the Services, and
 - 14.2.2 shall be responsible to the Customer for any acts or omissions of any of the persons referred to in clause 14.2.1 in respect of the confidentiality and security of the Customer Data as if they were the Supplier's own.
- 14.3 The provisions of this clause 14 shall not apply to information which:
- 14.3.1 is or comes into the public domain through no fault of the Supplier, its officers, employees, agents or contractors;
 - 14.3.2 is lawfully received by the Supplier from a third party free of any obligation of confidence at the time of its disclosure;
 - 14.3.3 is independently developed by the Supplier (or any of its Affiliates or any person acting on its or their behalf), without access to or use of such information; or
 - 14.3.4 is required by law, by court or governmental or regulatory order to be disclosed.
- 14.4 This clause 14 shall survive the termination or expiry of our Agreement for a period of 10 years.

15 Data Protection

- 15.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 15 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation. In this clause 15, **Applicable Laws** means (for so long as and to the extent that they apply to the Supplier) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and **Domestic UK Law** means the UK Data Protection Legislation and any other law that applies in the UK.
- 15.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Supplier is the Processor.
- 15.3 Without prejudice to the generality of clause 15.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Customer Data and/or any Personal Data to the Supplier and the Platform Partner for the duration and purposes of this Agreement.
- 15.4 Without prejudice to the generality of clause 15.1, the Supplier shall, in relation to any Customer Data and/or Personal Data processed in connection with the performance by the Supplier of its obligations under this Agreement:
- 15.4.1 process that Customer Data and/or Personal Data only on the instructions of the Customer unless the Supplier is required by Applicable Laws to otherwise process that Customer Data and/or Personal Data. Where the Supplier is relying on Applicable Laws as the basis for processing Customer Data and/or Personal Data, the Supplier shall promptly notify the Customer of this before performing the processing required by the

Applicable Laws unless those Applicable Laws prohibit the Supplier from so notifying the Customer;

- 15.4.2 ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Customer Data and/or Personal Data and against accidental loss or destruction of, or damage to, Customer Data and/or 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;
- 15.4.3 ensure that all personnel who have access to and/or process Customer Data and/or Personal Data are obliged to keep the Customer Data and/or Personal Data confidential; and
- 15.4.4 not transfer any Customer Data and/or Personal Data outside of the European Economic Area unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
 - (a) the Customer or the Supplier has provided appropriate safeguards in relation to the transfer;
 - (b) the data subject has enforceable rights and effective legal remedies;
 - (c) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Customer Data and/or Personal Data that is transferred; and
 - (d) the Supplier complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Customer Data and/or Personal Data;
- 15.4.5 assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- 15.4.6 notify the Customer without undue delay on becoming aware of a Personal Data Breach;
- 15.4.7 at the written direction of the Customer, delete or return Customer Data and/or Personal Data and copies thereof to the Customer on termination of the Agreement unless required by Applicable Law to store the Customer Data and/or Personal Data.

16 Supplier's Confidential Information

- 16.1 The Customer shall maintain the confidentiality of the Supplier's Confidential Information and shall not without the prior written consent of the Supplier, disclose, copy or modify the Supplier's Confidential Information (or permit others to do so) other than as necessary for the performance of its express rights and obligations under our Agreement.
- 16.2 The Customer undertakes to:

- 16.2.1 disclose the Supplier's Confidential Information only to those of its officers, employees, agents and contractors to whom, and to the extent to which, such disclosure is necessary for the purposes contemplated under our Agreement;
 - 16.2.2 procure that such persons are made aware of and agree in writing to observe the obligations in this clause 16; and
 - 16.2.3 be responsible for the acts and omissions of those third parties referred to in this clause 16.2 as if they were the Customer's own acts or omissions.
- 16.3 The Customer shall give notice to the Supplier of any unauthorised use, disclosure, theft or loss of the Supplier's Confidential Information immediately upon becoming aware of the same.
- 16.4 The provisions of this clause 16 shall not apply to information which:
- 16.4.1 is or comes into the public domain through no fault of the Customer, its officers, employees, agents or contractors;
 - 16.4.2 is lawfully received by the Customer from a third party free of any obligation of confidence at the time of its disclosure;
 - 16.4.3 is independently developed by the Customer, without access to or use of such information; or
 - 16.4.4 is required by law, by court or governmental or regulatory order to be disclosed provided that the Customer, where possible, notifies the Supplier at the earliest opportunity before making any disclosure.
- 16.5 This clause 16 shall survive the termination or expiry of our Agreement for a period of 10 years.

17 Monitoring compliance

- 17.1 During the Service Period and for six years thereafter the Customer shall maintain full and accurate records relating to Authorised Users', the Customer's and Authorised Affiliates' use of the Services under our Agreement and use of the Platform Partner Services as provided in clause 10.6.
- 17.2 The Customer shall allow and procure for the Supplier (and any representatives of the Supplier) access to any premises and the premises of Authorised Affiliates (and to the computer and IT equipment located there) at or on which the Services are being kept or used, and have access to any records kept in connection with this Agreement to:
- 17.2.1 inspect use of the Services; and
 - 17.2.2 audit (and take copies of) the relevant records of the Customer and the Authorised Affiliates,
- in each case to the extent necessary to verify that the Customer is in compliance with its obligations under our Agreement.
- 17.3 Unless otherwise agreed in writing, the inspection and audit referred to in clause 17.2 shall be undertaken:
- 17.3.1 during the Customer's normal business hours on Business Days;

17.3.2 subject to the provision by the Supplier of a minimum of five Business Days' notice; and

17.3.3 not more than twice in any calendar year.

17.4 At the Supplier's request from time to time the Customer shall promptly (and in any event within two Business Days of such request) provide the Supplier with copies of the records referred to in clause 17.1.

17.5 The Supplier may monitor, collect, store and use information on the use and performance of the Services (including Customer Data) to detect threats or errors to the Services and/or Supplier's operations and for the purposes of the further development and improvement of the Supplier's services.

17.6 This clause 17 shall survive termination or expiry of our Agreement for a period of 12 months thereafter.

18 Relief

To the maximum extent permitted by law, the Supplier shall not be liable (under any legal theory, including negligence) for any breach, delay or default in the performance of our Agreement to the extent the same (or the circumstances giving rise to the same) arises or was contributed to by any Relief Event. In such circumstances the Supplier shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 3 weeks, the Supplier may terminate this Agreement by giving 7 days' written notice to the Customer.

19 Limitation of liability

19.1 The extent of the Supplier's liability under or in connection with our Agreement (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation or under any indemnity) shall be as set out in this clause 19.

19.2 Subject to clauses 19.2, 19.4 and 19.7, the Supplier's aggregate liability in respect of each individual Subscribed Service (and all Support Services and Human Compliance Will Checking Service provided in connection with the same) whether in contract, tort (including negligence) or otherwise and whether in connection with this Agreement or any collateral contract shall not exceed the greater of:

19.2.1 an amount equal to the Monthly Fixed Fees for the relevant Service paid to the Supplier by the Customer in the 3-month period immediately preceding the first incident giving rise to any claim under our Agreement; or

19.2.2 an amount equal to 3 times the Monthly Fixed Fees for the relevant Service due or paid to the Supplier for the first month of the Subscribed Service Period.

19.3 Subject to clauses 19.4 and 19.7, the Supplier's aggregate liability in respect of each individual Free or Trial Service (and all Support Services provided in connection with the same) whether in contract, tort (including negligence) or otherwise and whether in connection with this Agreement or any collateral contract shall not exceed £250.

19.4 Subject to clause 19.7, the Supplier's total aggregate liability whether in contract, tort (including negligence) or otherwise and whether in connection with this Agreement or any collateral contract shall not exceed the greater of:

- 19.4.1 an amount equal to the Fees for all Services paid to the Supplier in the 3-month period immediately preceding the first incident giving rise to any claim under our Agreement; or
 - 19.4.2 an amount equal to 3 times the Fees due or paid to the Supplier for the Services provided in the first month of the Subscribed Service Period.
- 19.5 Subject to clause 19.7, the Supplier shall not be liable for any indirect or consequential losses.
- 19.6 Subject to clause 19.7, the Supplier shall not in any circumstances have any liability for any losses or damages which may be suffered by the Customer (or any person claiming under or through the Customer), whether the same are suffered directly or indirectly or are immediate or consequential, and whether the same arise in contract, tort (including negligence) or otherwise howsoever, which fall within any of the following categories:
- 19.6.1 special damage even if the Supplier was aware of the circumstances in which such special damage could arise;
 - 19.6.2 loss of profit;
 - 19.6.3 destruction, loss of use or corruption of data;
 - 19.6.4 loss or corruption of software or systems;
 - 19.6.5 loss or damage to equipment;
 - 19.6.6 loss of use;
 - 19.6.7 loss of production;
 - 19.6.8 loss of contract;
 - 19.6.9 loss of opportunity;
 - 19.6.10 loss of savings, discount or rebate (whether actual or anticipated); and/or
 - 19.6.11 harm to reputation or loss of goodwill.
- 19.7 Notwithstanding any other provision of our Agreement, the Supplier's liability shall not be limited in any way in respect of the following:
- 19.7.1 death or personal injury caused by negligence;
 - 19.7.2 fraud or fraudulent misrepresentation; or
 - 19.7.3 any other losses which cannot be excluded or limited by applicable law.
- 19.8 The Customer agrees that, in entering into this Agreement, either it did not rely on any representations (whether written or oral) of any kind or of any person other than those expressly set out in this Agreement or (if it did rely on any representations, whether written or oral, not expressly set out in this Agreement) that it shall have no remedy in respect of such representations and (in either case) the Supplier shall have no liability in any circumstances otherwise than in accordance with the express terms of this Agreement.

19.9 All references to "the Supplier" in this clause 19 shall, for the purposes of this clause and clause 32 only, be treated as including all employees, subcontractors and suppliers of the Supplier and its Affiliates, all of whom shall have the benefit of the exclusions and limitations of liability set out in this clause, in accordance with clause 32.

19.10 This clause 19 shall survive the termination or expiry of our Agreement.

20 Suspension

20.1 The Supplier may suspend access to the Services to all or some of the Authorised Users and/or any sub-licensee if:

20.1.1 the Supplier suspects that there has been any misuse of the Services (or part thereof) or breach of our Agreement; or

20.1.2 the Customer fails to pay any sums due to the Supplier by the due date for payment.

20.2 Where the reason for the suspension is suspected misuse of the Services (or part thereof) or breach of our Agreement, without prejudice to its rights under clause 21, the Supplier will take steps to investigate the issue and may restore or continue to suspend access at its discretion.

20.3 In relation to suspensions under clause 20.1.2, access to the Services will be restored after the Supplier receives payment in full and cleared funds.

20.4 Fees shall remain payable during any period of suspension notwithstanding that the Customer, Authorised Affiliates or some or all of the Authorised Users or sub-licensees may not have access to the Services.

21 Term and termination

21.1 Our Agreement shall come into force and takes effect on Order Acceptance and, unless terminated earlier in accordance with the terms of this Agreement, shall continue for the Subscribed Service Period, and then shall continue automatically thereafter for periods of twelve (12) months (each referred to as an **Extended Period**) unless terminated:

21.1.1 by the Supplier at any time during the Subscribed Service Period or any Extended Period by giving a minimum of 30 days written notice to the Customer; or

21.1.2 by the Customer giving a minimum of 30 days written notice to the Supplier to expire at the end of the Subscribed Service Period or at the end of any subsequent Extended Period. For the avoidance of doubt, a notice served under this clause 21.1.2 cannot expire during or part way through the Subscribed Service Period or during or part way through any subsequent Extended Period.

21.2 Without affecting any other right or remedy available to it, either party may terminate our Agreement immediately at any time by giving notice in writing to the other party if:

21.2.1 the other party commits a material breach of our Agreement and such breach is not remediable;

21.2.2 the other party commits a material breach of our Agreement which is remediable and is not remedied within 20 Business Days of receiving written notice of such breach;

- 21.2.3 the other party has failed to pay any amount due under our Agreement on the due date and such amount remains unpaid within 20 Business Days after the other party has received notification that the payment is overdue;
- 21.2.4 the other party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;
- 21.2.5 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 (being a company or limited liability partnership) is deemed 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, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the IA 1986, or (being a partnership) has any partner to whom any of the foregoing apply];
- 21.2.6 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 any of its creditors;
- 21.2.7 the other party applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;
- 21.2.8 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 the other party (being a company, limited liability partnership or partnership);
- 21.2.9 an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or an administrator is appointed, over the other party (being a company, partnership or limited liability partnership);
- 21.2.10 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;
- 21.2.11 a person becomes entitled to appoint a receiver over all or any of the assets of the other party or a receiver is appointed over all or any of the assets of the other party;
- 21.2.12 the other party (being an individual) is the subject of a bankruptcy petition, application or order;
- 21.2.13 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;
- 21.2.14 the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or

21.2.15 the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing their own affairs or becomes a patient under any mental health legislation.

21.3 Without affecting any other right or remedy available to it, the Supplier may terminate this Agreement with immediate effect by giving written notice to the Customer if there is a change of Control of the Customer.

21.4 The Supplier may terminate or suspend the provision of Free or Trial Services (and all related Support Services) at any time with or without notice.

21.5 Any breach by the Customer of the Acceptable Use Policy or of clauses 3 or 10 shall be deemed a material breach of our Agreement which is not remediable.

22 Consequences of termination

22.1 Immediately on termination or expiry of our Agreement (for any reason), the rights granted by the Supplier under our Agreement shall terminate and the Customer shall (and shall procure that each Authorised User and Authorised Affiliate shall) immediately:

22.1.1 cease all activities authorised by our Agreement and immediately stop using the Services;

22.1.2 pay to the Supplier any sums due to the Supplier under this Agreement; and

22.1.3 destroy and delete or, if requested by the Supplier, return any copies of the Supplier's Confidential Information, Documentation and/or Supplier Provided Materials in its possession or control (or in the possession or control of any person acting on behalf of any of them).

22.2 Save in respect of clause 8.18, termination or expiry of our Agreement shall not affect any accrued rights and liabilities of either party at any time up to the date of termination or expiry and shall not affect any provision of our Agreement that is expressly or by implication intended to continue beyond termination.

23 Entire agreement

23.1 Our Agreement constitutes the entire agreement between the parties and supersedes all previous agreements, understandings and arrangements between them in respect of its subject matter, whether in writing or oral.

23.2 Each party acknowledges that it has not entered into our Agreement in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in our Agreement.

23.3 Nothing in our Agreement shall limit or exclude any liability for fraud.

24 Notices

24.1 Any notice or other communication given by a party under our Agreement shall be:

24.1.1 in writing and in English;

24.1.2 signed by, or on behalf of, the party giving it (except for notices sent by email); and

- 24.1.3 sent to the relevant party at the address set out in clause 24.3.
- 24.2 Notices may be given, and are deemed received:
- 24.2.1 by hand: on receipt of a signature at the time of delivery;
- 24.2.2 by Royal Mail Recorded Signed For post: at 9.00 am on the second Business Day after posting;
- 24.2.3 by Royal Mail International Tracked & Signed post: at 9.00 am on the fourth Business Day after posting; and
- 24.2.4 by email: on receipt of a delivery email from the correct address.
- 24.3 Notices and other communications shall be sent to:
- 24.3.1 in the case of those to the Supplier, to Maplebrook Group Limited at:
- Leigh Court Business Centre, Pill Road, Bristol, BS8 3RA; and
- accounts@maplebrook.co.uk
- 24.3.2 in the case of those to the Customer, to any email or physical address or contact details notified on the Order Form (as updated from time to time pursuant to clause 24.4).
- 24.4 Any change to the contact details of a party as set out in clause 24.3 shall be notified to the other party in accordance with clause 24.1 and shall be effective:
- 24.4.1 on the date specified in the notice as being the date of such change; or
- 24.4.2 if no date is so specified, five Business Days after the notice is deemed to be received.
- 24.5 This clause does not apply to notices given in legal proceedings or arbitration.

25 Variation

- 25.1 No variation of our Agreement shall be valid or effective unless it is:
- 25.1.1 an Update made in accordance with our Agreement; or
- 25.1.2 made in writing, refers to our Agreement and is duly signed or executed by, or on behalf of, each party.

26 Assignment and subcontracting

- 26.1 Except as expressly provided in our Agreement, the Supplier may at any time assign, sub-contract, sub-licence (including by multi-tier), transfer, mortgage, charge, declare a trust of or deal in any other manner with any or all of its rights or obligations under our Agreement.
- 26.2 Except as expressly permitted by our Agreement, the Customer shall not assign, transfer, sub-contract, sub-licence, mortgage, charge, declare a trust of or deal in any other manner with any or all of its rights or obligations under our Agreement (including the licence rights granted), in whole or in part, without the Supplier's prior written consent.

27 Set off

Each party shall pay all sums that it owes to the other party under our Agreement without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.

28 No partnership or agency

The parties are independent and are not partners or principal and agent and our Agreement does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. Neither party shall have, nor shall represent that it has, any authority to make any commitments on the other party's behalf.

29 Severance

29.1 If any provision of our Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of our Agreement shall not be affected.

29.2 If any provision of our Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification, the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision.

30 Waiver

30.1 No failure, delay or omission by either party in exercising any right, power or remedy provided by law or under our Agreement shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.

30.2 No single or partial exercise of any right, power or remedy provided by law or under our Agreement shall prevent any future exercise of it or the exercise of any other right, power or remedy.

30.3 A waiver of any term, provision, condition or breach of our Agreement shall only be effective if given in writing and signed by the waiving party, and then only in the instance and for the purpose for which it is given.

31 Costs and expenses

Each party shall pay its own costs and expenses incurred in connection with the negotiation, preparation, signature and performance of our Agreement (and any documents referred to in it).

32 Third party rights

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

33 Authority

Each party represents and warrants to the other that it has the right, power and authority to enter into our Agreement and grant to the other the rights (if any) contemplated in our Agreement and to perform its obligations under our Agreement.

34 Governing law

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

35 Jurisdiction

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

SCHEDULE 1
DEFINITIONS AND INTERPRETATION

In our Agreement:

Acceptable Use Policy	means the Supplier's policy on acceptable use of the Services (as Updated from time to time), which as at Order Acceptance is the latest version available at edge.maplebrook.co.uk/termsandconditions ;
Affiliate	means, in respect of any entity, any entity that directly or indirectly controls, is controlled by or is under common control with that entity within the meaning set out in section 1124 of the Corporation Tax Act 2010;
Applications	means the software or applications used by or on behalf of the Supplier to provide the Subscribed Services;
Authorised Affiliates	means, in respect of the relevant Subscribed Service, the Affiliates of the Customer (if any) identified in the Order Form as Authorised Affiliates in respect of that Subscribed Service;
Authorised Users	means, in respect of the relevant Subscribed Service, the named users authorised by the Customer to use that Subscribed Service in accordance with the terms of our Agreement and specified in the Order Form;
Business Day	means a day other than a Saturday, Sunday or bank or public holiday in England;
Control	has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression change of Control shall be construed accordingly;
Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures	as defined in the Data Protection Legislation;
Commission	such amount as may be agreed in writing from time to time between the Supplier and Customer in relation to a Relevant Contract;
Customer	has the meaning given in the relevant Order Form;
Customer Data	means all data (in any form) that is provided to the Supplier or uploaded or hosted on any part of any Subscribed Service by the Customer or by any Authorised User (but excluding Feedback as defined in clause 11.5);
Customer Systems	means all software and systems used by or on behalf of the Customer, the Customer's Affiliates, any of its or their direct or indirect sub-contractors, or any

Authorised User in connection with the provision or receipt any of the Services or that the Services otherwise, link, inter-operate or interface with or utilise (in each case whether directly or indirectly);

Data Protection Legislation means the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications);

Deposit means any deposit paid by the Customer to the Supplier prior to Order Acceptance;

Documentation means:

- (a) the description of the relevant Subscribed Service (as Updated from time to time) as set out in the Order Form (the **Description**);
- (b) an online manual providing step-by-step guidance through the Maplebrook EDGE® software platform which is found at the blue “i” icons (as Updated from time to time) (the **User Manual**);

Extended Period has the meaning given at clause 20.1;

Fees means the Up Front Fees, Monthly Fixed Fees and/or Monthly Net Turnover Fees (as may be set out in the Pricing Terms as applicable to the Subscribed Services), together with any other amounts payable to the Supplier under our Agreement;

Force Majeure means an event or sequence of events beyond a party’s reasonable control preventing or delaying it from performing its obligations under our Agreement (provided that an inability to pay is not Force Majeure), including but not limited to:

- i) any matters relating to transfer of data over public communications networks and any delays or problems associated with any such networks or with the internet;
- ii) acts of God, flood, drought, earthquake or other natural disaster;
- iii) epidemic or pandemic;
- iv) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- v) collapse of buildings, fire, explosion or accident; and
- vi) non-performance by suppliers or subcontractors;

Free or Trial Service means any Subscribed Service identified as being provided on a trial basis or provided without charge (for the duration of the period during which it is provided on such basis);

Human Compliance Will Checking Service	means the additional service provided by the Supplier at the Customer's request where the Supplier will, at its discretion, check and proof work undertaken or produced by the Customer for the Customer's clients or customers. Such service shall be requested by the Customer via the Maplebrook EDGE® software platform;
Intellectual Property Rights	means any and all copyright, rights in inventions, patents, know-how, trade secrets, trademarks and trade names, service marks, design rights, rights in get-up, database rights and rights in data, semiconductor chip topography rights, utility models, goodwill and the right to sue for passing off, rights in computer software, rights to use, and protect the confidentiality of, confidential information, domain names and all similar rights, and all other intellectual property rights, in each case: <ul style="list-style-type: none"> (a) whether registered or not; (b) including any applications to protect or register such rights; (c) including all renewals and extensions of such rights or applications; (d) whether vested, contingent or future; and (e) wherever existing in any part of the world;
Maintenance Release	means release of the software or otherwise that corrects faults, adds functionality or otherwise amends or upgrades the Subscribed Services, but which does not constitute a New Version;
Marks	the trade marks set out in Schedule 2;
Master SaaS Terms	means the terms set out in the clauses and other provisions of this document (including the schedules), as Updated from time to time;
Materials	means all services, data, information, content, Intellectual Property Rights, Websites, software and other materials provided by or on behalf of the Supplier in connection with the Services, but excluding all Customer Data;
Monthly Fixed Fees	means, in respect of each Subscribed Service, the monthly fixed fee payable by the Customer in consideration of that Subscribed Service as set out in the Pricing Terms;
Monthly Net Turnover Fees	means the monthly fee payable by the Customer in consideration of the Subscribed Service as set out in the Pricing Terms, being the percentage (set out in the Pricing Terms) of the Customer's Net Turnover for the previous month;
New Version	means any new version of the Subscribed Services which from time to time is publicly marketed and offered for purchase by the Supplier in the course of its normal business, being a version which contains such differences from the previous versions as to be generally accepted in the marketplace as constituting a new product;

Net Turnover	means the net amount received by the Customer relating to its business derived from the Subscribed Service, after deducting any legal costs of procuring a third party to produce required legal documentation and VAT;
Non-Supplier Materials	means Materials provided, controlled or owned by or on behalf of a third party the use of which is subject to a separate agreement or licence between the Customer and the relevant third party (including such Non-Supplier Materials which may be linked to, interact with or used by the Services) and all other Materials expressly identified as Non-Supplier Materials in our Agreement;
Open Source Software	means any software subject to a version of the General Public Licence, together with any other 'open source' software falling within the Open Source Definition issued by the Open Source Initiative (www.opensource.org/docs/osd) at the date of our Agreement and any 'free software' as defined by the Free Software Foundation (www.gnu.org/philosophy/free-sw.html) at the date of our Agreement;
Order Acceptance	means the effective date of the relevant Order Form;
Order Form	means the electric or physical form (including its schedules, annexes and appendices (if any)) ordering the Subscribed Services entered into by or on behalf of the Customer and Supplier, incorporating these Master SaaS Terms and our Agreement (and as varied by the parties by agreement in writing from time to time);
Permitted Downtime	means: <ul style="list-style-type: none"> (a) scheduled maintenance which the Supplier shall use reasonable endeavours to undertake from 7pm to 7am (UK time); (b) emergency maintenance; or (c) downtime caused in whole or part by Force Majeure.
Permitted Purpose	means use of the Subscribed Services in object code form (as applicable) solely for the Customer's internal business operations and normal business purposes and, in respect of each Subscribed Services, also for the internal business of operations and normal business purposes of the Authorised Affiliates identified in respect of that Subscribed Service on the Order Form, in each case in accordance with the applicable Documentation and our Agreement.
Platform	Maplebrook EDGE® Network Membership platform.
Platform Partner	means the person, company, partnership or other legal entity which has subscribed to the Platform to offer the Platform Partner Services to the Customer and to the Customer's clients or customers.
Platform Partner Services	means the services offered by the Platform Partner.
Pricing Terms	means the details of pricing and fees in respect of each part of the Services, as initially provided under the Order Form and Updated from time to time in

	accordance with clause 8.12 or, in respect of any part of the Services for which prices are not expressly agreed, on the Supplier's Standard Pricing Terms;
Purchased Authorised Users Accounts	means, in respect of each Subscribed Service, the number of Authorised Users who may use that Subscribed Service as set out in the Order Form;
Referral	means the enquiry made by a Customer, or by or on behalf of a client or customer of the Customer, in respect of the Platform Partner Services.
Referral Date	means the date during the term of our Agreement on which the Referral is first made to the Platform Partner.
Relevant Contract	a contract for the supply of Platform Partner Services entered into between the Platform Partner and the Customer, or between the Platform Partner and a client or customer of the Customer.
Relief Event	means: <ul style="list-style-type: none"> (a) any breach of our Agreement by the Customer; or (b) any Force Majeure;
Service Hours	means 24 hours a day, seven days a week excluding Permitted Downtime;
Service Period	means the period beginning on Order Acceptance and ending with the last of the Subscribed Service Period (or any Extended Period where applicable);
Services	means the Subscribed Services, the Support Services, the Platform Partner Services and the Human Compliance Will Checking Service (as applicable);
Subscribed Service Period	means (subject to clause 21) in respect of each Subscribed Service, the duration during which such services are to be provided as initially set out in the Order Form and as varied in accordance with our Agreement;
Subscribed Services	means each cloud service to which the Customer has subscribed as set out in the Order Form (and Subscribed Service shall refer to each respective service separately);
Subscribed Territory	means, in respect of the relevant Subscribed Service, the territories identified in the Order Form except to the extent it is illegal (including as a result of any embargo) under the laws of the United States, any member of the European Union or the United Kingdom (as binding on any person) for the Subscribed Service to be provided to or received within such territories from time to time;
Supplier	has the meaning given in the relevant Order Form;
Supplier Provided Materials	means all of the Materials provided or made available by or on behalf of the Supplier, but excluding all Customer Data and all Non-Supplier Materials;

Supplier's Confidential Information	means all information (whether in oral, written or electronic form) relating to the Supplier's business which may reasonably be considered to be confidential in nature including information relating to the Supplier's technology, know-how, Intellectual Property Rights, assets, finances, strategy, products and customers. All information relating to the Pricing Terms, the User Manual, the Description and any other technical or operational specifications or data relating to each Subscribed Service shall be part of the Supplier's Confidential Information;
Supplier's Standard Pricing Terms	means the Supplier's standard pricing terms for each part of the Services, as amended by the Supplier from time to time;
Support Services	means, in respect of the relevant Subscribed Service, the support services provided by the Supplier to the Customer as described in the Documentation;
UK Data Protection Legislation	means all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.
Update	has the meaning given in clause 7.2, and Updated shall be construed accordingly;
Update Notification	has the meaning given in clause 7.1;
Up Front Fees	means the one time fee payable by the Customer in consideration of the Services as set out in the Pricing Terms;
VAT	means United Kingdom value added tax, any other tax imposed in substitution for it and any equivalent or similar tax imposed outside the United Kingdom;
Websites	means the websites of the Supplier, including but not limited to https://maplebrook.co.uk ; https://edge.maplebrook.co.uk ; https://my.maplebrook.co.uk ; and any other websites as may be notified by the Supplier to the Customer from time to time.

In our Agreement, unless otherwise stated:

- 1.1 the table of contents, background section and the clause, paragraph, schedule or other headings in our Agreement are included for convenience only and shall have no effect on interpretation;
- 1.2 the Supplier and the Customer are together the **parties** and each a **party**, and a reference to a party includes that party's successors and permitted assigns;
- 1.3 words in the singular include the plural and vice versa;

- 1.4 any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;
- 1.5 a reference to 'writing' or 'written' includes any method of reproducing words in a legible and non-transitory form (including email);
- 1.6 a reference to legislation is a reference to that legislation as amended, extended, re-enacted or consolidated from time to time and a reference to legislation includes all subordinate legislation made from time to time under that legislation; and
- 1.7 a reference to any English action, remedy, method of judicial proceeding, court, official, legal document, legal status, legal doctrine, legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include a reference to that which most nearly approximates to the English equivalent in that jurisdiction.

SCHEDULE 2
MARKS

