

1. DEFINITIONS AND INTERPRETATION

1.1 The following definitions shall apply in these Conditions:

Affiliate in relation to a party, any entity that directly or indirectly controls, is controlled by, or is under common control with that party from time to time;

Applicable Data Protection Laws means:

- (a) if and to the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data;
- (b) if and to the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which Cambrionix is subject, which relates to the protection of personal data;

Applicable Laws means:

- (a) if and to the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom;
- (b) if and to the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which Cambrionix is subject;

Authorised Users your employees, agents and independent contractors who are authorised by you to use the Services and the Documentation, as further described in clause 5.2.4;

Back-Up Provider the third party providing the Back-Up Services, being Microsoft Azure as at the Commencement Date or such other back-up provider engaged for the back-up of the Services in the future;

Back-Up Services the back-up service chosen by Cambrionix for the Services;

Business Day	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;
Cambrionix	Cambrionix Limited registered with company number 06210854 whose registered office is Maurice Wilkes Building, St Johns Innovation Park, Cowley Road, Cambridge, Cambridgeshire, United Kingdom CB4 0DS;
Commencement Date	has the meaning given to it in clause 3.4;
Conditions	these terms and conditions as amended from time to time in accordance with clause 21.7;
Contract	the contract between you and Cambrionix including the order by you and the supply of the Services by Cambrionix;
Device	means any PC, laptop, tablet computer (using its web browser) or mobile telephone (using its web browser);
Documentation	the document made available to you by Cambrionix online via www.cambrionix.com or such other web address notified by Cambrionix to you from time to time which sets out a description of the Services and the user instructions for the Services;
EU GDPR	the General Data Protection Regulation ((EU) 2016/679);
Heightened Cybersecurity Requirements	any laws, regulations, codes, guidance from regulatory and advisory bodies (whether mandatory or not), international and national standards, industry schemes and sanctions, which are applicable to either you or an Authorised User (but not Cambrionix) relating to security of network and information systems and security breach and incident reporting requirements, which may include the Cybersecurity Directive ((EU) 2016/1148), Commission Implementing Regulation ((EU) 2018/151), the

Network and Information Systems Regulations 2018 (SI 506/2018);

Hosting Provider	the third party providing the Hosting Services, being Microsoft Azure as at the Commencement Date or such other hosting provider engaged for the hosting of the Services in the future;
Hosting Services	the internet hosting service chosen by Cambrionix for the Services;
Initial Subscription Term	a period of one month commencing on and including the Commencement Date;
Intellectual Property Rights	patents, utility models, rights to inventions, copyright and related rights, trade marks and service marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, including all applications for (and rights to apply for and be granted), renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world;
Normal Business Hours	09:00 to 17:00 local UK time, each Business Day;
Order Confirmation	has the meaning given to it in clause 3.4;
Purpose	the purposes for which Your Personal Data is processed, as set out in clause 9;
Renewal Period	the period described in clause 4.1;
Services	the subscription services provided by Cambrionix to you under the Contract via Connect.cambrionix.com or any other website notified to you by Cambrionix

from time to time, as more particularly described in the Documentation;

Software the online software applications provided by Cambrionix as part of the Services;

Stripe the online payment services provided by Stripe Payments UK Ltd (company registration number 08480771);

Subscription Fees the subscription fees for the User Licences are the prices quoted on Cambrionix's site at the time you submit your order and as confirmed in the Order Confirmation;

Subscription Term has the meaning given in clause 4.1 (being the Initial Subscription Term together with any subsequent Renewal Periods);

Support Services Policy Cambrionix's policy for providing support in relation to the Services as made available at www.cambrionix.com/support or such other website address as may be notified to you from time to time;

UK GDPR has the meaning given to it in the Data Protection Act 2018;

User Licence the user licences purchased by you pursuant to clause 13, which allow Authorised Users to access and use the Services and the Documentation in accordance with the Contract;

Virus any thing or device (including any software, code, file or programme) which may: (i) prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; (ii) prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or

part or otherwise); or (iii) adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices;

Vulnerability

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

Your Data

the data inputted by you, Authorised Users, or Cambrionix on your behalf for the purpose of using the Services or facilitating your use of the Services;

Your Personal Data

any personal data which Cambrionix processes in connection with this Contract, in the capacity of a processor on your behalf or on behalf of the Authorised Users.

- 1.2 Clause headings shall not affect the interpretation of the Contract.
- 1.3 A **person** includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns.
- 1.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
- 1.6 Any phrase introduced by the terms **including, include, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.7 In these Conditions, **termination** shall mean **termination** or **expiry** as appropriate.
- 1.8 A reference to **writing** or **written** includes email but not fax.

2. **OUR CONTRACT WITH YOU**

- 2.1 These Conditions apply to the Contract and the Conditions apply to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.2 Any demos, descriptive matter or advertising issued by Cambrionix are issued or published for the sole purpose of giving an approximate idea of the Services. They shall not form part of the Contract or have any contractual force.
- 2.3 The Services are designed for use by businesses, not consumers. You warrant and represent that you are acquiring the right to access and use the Services for the purposes of a business and are not dealing with Cambrionix as a consumer.
- 2.4 These Conditions and the Contract are made only in the English language.
- 2.5 You should print a copy of these Conditions or save them for future reference.

3. **PLACING AN ORDER AND ITS ACCEPTANCE**

- 3.1 To place your order, follow the onscreen prompts. You may only submit an order using the method set out on Cambrionix's site. Each order is an offer by you to buy the Services subject to these Conditions.
- 3.2 Cambrionix's order process allows you to check and amend any errors before submitting your order to Cambrionix. Please check the order carefully before confirming it. You are responsible for ensuring that your order is complete and accurate.
- 3.3 After you place your order, you will receive an email from Cambrionix acknowledging that Cambrionix has received it but please note that this does not mean that your order has been accepted. Cambrionix's acceptance of your order will take place as described in clause 3.4.
- 3.4 Cambrionix's acceptance of your order takes place when Cambrionix sends an email to you to accept it (**Order Confirmation**), at which point and on which date (**Commencement Date**) the Contract between you and Cambrionix will come into existence.
- 3.5 The Contract will relate only to those Services confirmed in the Order Confirmation.
- 3.6 If Cambrionix is unable to supply you with the Services for any reason, Cambrionix will inform you of this by email and Cambrionix will not process your order. If you have already paid for the Services, Cambrionix will provide you with a refund.

4. **COMMENCEMENT AND TERM**

4.1 Unless terminated earlier in accordance with clause 19 or this clause 4, the Contract shall continue for the Initial Subscription Term and thereafter, the Contract shall be automatically renewed for successive periods of one month (each a **Renewal Period**), unless:

4.1.1 either party notifies the other party of termination, in writing, at least ten days before the end of the Initial Subscription Term or any Renewal Period, in which case the Contract shall terminate upon the expiry of the applicable Initial Subscription Term or Renewal Period; or

4.1.2 otherwise terminated in accordance with the provisions of the Contract, and the Initial Subscription Term together with any subsequent Renewal Periods shall constitute the **Subscription Term**.

5. **USER LICENCES AND AUTHORISED USERS**

5.1 Subject to you purchasing the User Licences in accordance with clause 6.3 and clause 13.1, the restrictions set out in this clause 5 and the other Conditions, Cambrionix hereby grants to you a non-exclusive, non-transferable right, without the right to grant sublicences, to permit the Authorised Users to use the Services and the Documentation during the Subscription Term solely for your internal business operations.

5.2 In relation to the User Licences and Authorised Users (as the context requires), you undertake that:

5.2.1 the maximum number of User Licences shall not exceed the number of User Licences you have purchased from time to time;

5.2.2 you will not allow or suffer any User Licence to be used on more than one Device unless it has been redeployed in its entirety to another Device, in which case the prior Device shall no longer have any right to access or use the Services and/or Documentation;

5.2.3 each Authorised User shall keep a secure password for their use of the Services and Documentation and that each Authorised User shall keep their password confidential;

5.2.4 you shall permit Cambrionix or Cambrionix's designated auditor to audit the Services in order to establish the name and password of each Authorised User, Cambrionix's data processing facilities to audit compliance with the Contract and as to the number of Devices using the

Software (each such audit may be conducted no more than once per quarter, at Cambrionix's expense, and this right shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with your normal conduct of business);

5.2.5 if any of the audits referred to in clause 5.2.4 reveal that any password has been provided to any individual who is not an Authorised User, then without prejudice to Cambrionix's other rights, you will promptly disable such passwords and Cambrionix shall not issue any new passwords to any such individual; and

5.2.6 if any of the audits referred to in clause 5.2.4 reveal that you have underpaid Subscription Fees to Cambrionix, then without prejudice to Cambrionix's other rights, you will pay to Cambrionix an amount equal to such underpayment within ten Business Days of the date of the relevant audit.

5.3 You will not access, store, distribute or transmit any Viruses, or any material during the course of your use of the Services that:

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

5.3.2 facilitates illegal activity;

5.3.3 depicts sexually explicit images;

5.3.4 promotes unlawful violence;

5.3.5 is discriminatory based on a protected characteristic under the Equality Act 2010; or

5.3.6 is otherwise illegal or causes damage or injury to any person or property,

and Cambrionix reserves the right, without liability or prejudice to its other rights to you, to disable your access to any material that breaches the provisions of this clause.

5.4 You will not:

5.4.1 except as may be allowed by any applicable law which is incapable of exclusion by contract between the parties and except to the extent expressly permitted under the Contract:

5.4.1.1 attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or

Documentation (as applicable) in any form or media or by any means;

- 5.4.1.2 attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software;
 - 5.4.2 access all or any part of the Services and Documentation in order to build a product or service which competes with the Services and/or the Documentation;
 - 5.4.3 use the Services and/or Documentation to provide services to third parties;
 - 5.4.4 subject to clause 21.2, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Documentation available to any third party except the Authorised Users, and/or
 - 5.4.5 attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation, other than as provided under this clause 5.
- 5.5 You will use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the Documentation and, in the event of any such unauthorised access or use, you will promptly notify Cambrionix.
- 5.6 The rights provided under this clause 5 are granted to you only and shall not be considered granted to any of your subsidiaries or holding companies.

6. **ADDITIONAL USER LICENCES**

- 6.1 Subject to clause 6.2 and clause 6.3, you may, from time to time during any Subscription Term, purchase additional User Licences in excess of the number purchased by you from time to time and Cambrionix shall grant access to the Services and the Documentation to such additional User Licences in accordance with the provisions of the Contract.
- 6.2 If you wish to purchase additional User Licences, you will notify Cambrionix in writing. Cambrionix shall evaluate such request for additional User Licences and respond to you with approval or rejection of the request (such approval not to be unreasonably withheld). Where Cambrionix approves the request, Cambrionix shall activate the additional User Licences within ten days of its approval of your request.

- 6.3 If Cambrionix approves your request to purchase additional User Licences, you will, within 30 days of the date of Cambrionix's invoice, pay to Cambrionix the Subscription Fees in respect of such additional User Licences, if such additional User Licences are purchased by you part way through the Initial Subscription Term or any Renewal Period (as applicable), the Subscription Fees in respect of such additional User Licences shall be pro-rated from the date of activation by Cambrionix for the remainder of the Initial Subscription Term or then current Renewal Period (as applicable).

7. **SERVICES**

- 7.1 Cambrionix shall, during the Subscription Term, provide the Services and make available the Documentation to you on and subject to these Conditions.

- 7.2 Cambrionix shall use commercially reasonable endeavours to make the Services available 24 hours a day, seven days a week, except for:

7.2.1 planned maintenance; and

7.2.2 unscheduled maintenance.

In each case, Cambrionix will use reasonable endeavours to give you advance notice.

- 7.3 Cambrionix will, as part of the Services and at no additional cost to you, provide you with remote help desk support services during Normal Business Hours on an "as is" basis in accordance with Cambrionix's Support Services Policy in effect at the time that the Services are provided. Cambrionix may amend the Support Services Policy in its sole and absolute discretion from time to time.

8. **YOUR DATA**

- 8.1 You will own all right, title and interest in and to all of Your Data that is not Your Personal Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all of Your Data.

- 8.2 Cambrionix shall follow its archiving procedures for Your Data in providing the Back-Up Services. Such Back-Up Services to be provided by the Hosting Provider. In the event of any loss or damage to Your Data, your sole and exclusive remedy against Cambrionix shall be for Cambrionix to use reasonable endeavours to restore Your Data that is lost or damaged from the latest back-up of Your Data maintained by Cambrionix in accordance with the archiving procedure. Cambrionix shall not be responsible for any loss, destruction, alteration or disclosure of Your Data caused by any third party (except those third parties sub-contracted by Cambrionix to perform services related to maintenance and back-up of Your Data for which it shall remain fully liable).

9. **DATA PROTECTION**

- 9.1 For the purposes of this clause 9, the terms **controller, processor, data subject, personal data, personal data breach** and **processing** shall have the meanings given to them in the UK GDPR.
- 9.2 Both parties will comply with all applicable requirements of the Applicable Data Protection Laws. This clause 9.2 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Applicable Data Protection Laws.
- 9.3 The parties have determined that, for the purposes of the Applicable Data Protection Laws, Cambrionix shall process the personal data set out in clause 9.4 as a processor on your behalf.
- 9.4 The following provisions set out the scope, nature and purpose of processing by Cambrionix, the duration of the processing and the types of personal data and categories of data subject:

Description	Details
Subject matter of the processing	For the provision of the Services under these Conditions.
Duration of the processing	For so long as Your Data is held by Cambrionix pursuant to clause 9.7.6 of these Conditions.
Nature and purposes of the processing	Your Data shall be collected, stored, used and deleted as necessary in the course of the delivery of the Services under these Conditions.
Type of personal data	The names, telephone numbers and email addresses of the Authorised Users.
Categories of data subject	Authorised Users being employees, agents and your independent contractors.

- 9.5 Should the determination in clause 9.3 change, then the parties shall work together in good faith to make any changes which are necessary to clause 9.4.
- 9.6 Without prejudice to the generality of clause 9.2, you will ensure that you have all necessary appropriate consents and notices in place to enable lawful transfer of Your Personal Data to Cambrionix and lawful collection of the same by Cambrionix for the duration and purposes of the Contract.
- 9.7 Without prejudice to the generality of clause 9.2 Cambrionix shall, in relation to Your Personal Data:
- 9.7.1 process Your Personal Data only on your documented instructions, which shall be to process Your Personal Data for the purposes set out in clause 9.4, unless Cambrionix is required by Applicable Laws to otherwise

process Your Personal Data and where Cambrionix is relying on Applicable Laws as the basis for processing Your Personal Data, Cambrionix shall notify you of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit Cambrionix from so notifying you on important grounds of public interest (Cambrionix shall inform you if, in the opinion of Cambrionix, your instructions infringe Applicable Data Protection Laws);

- 9.7.2 implement appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Your Personal Data and against accidental loss or destruction of, or damage to, Your Personal Data;
- 9.7.3 ensure that any personnel engaged and authorised by Cambrionix to process Your Personal Data have committed themselves to confidentiality or are under an appropriate statutory or common law obligation of confidentiality;
- 9.7.4 assist you insofar as this is possible (taking into account the nature of the processing and the information available to Cambrionix), and at your cost and written request, in responding to any request from a data subject and in ensuring your compliance with your obligations under Applicable Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- 9.7.5 notify you without undue delay on becoming aware of a personal data breach involving Your Personal Data;
- 9.7.6 at your written direction, delete or return Your Personal Data and copies thereof to you on termination of the Contract unless Cambrionix is required by Applicable Laws to continue to process Your Personal Data and for the purposes of this clause 9.7.6 Your Personal Data shall be considered deleted where it is put beyond further use by Cambrionix; and
- 9.7.7 maintain records to demonstrate its compliance with clause 9.7.6.

- 9.8 You hereby provide your prior, general authorisation for Cambrionix to transfer Your Personal Data outside of the UK as required for the Purpose, provided that Cambrionix shall ensure that all such transfers are effected in accordance with Applicable Data Protection Laws. For these purposes, you shall promptly comply with any reasonable request of Cambrionix, including any request to enter into standard data protection clauses adopted by the EU Commission from time to time (where the EU GDPR applies to the transfer) or adopted by the UK Information Commissioner from time to time (where the UK GDPR applies to the transfer).

- 9.9 Cambrionix confirms that it has entered or (as the case may be) will enter into a written agreement with the Hosting Provider substantially on the Hosting Provider's standard terms of business and Cambrionix confirms that those standard terms and conditions reflect and will continue to reflect the requirements of the Applicable Data Protection Laws.
- 9.10 If Cambrionix wishes to appoint any third party processor of personal data other than the Hosting Provider in respect of the Hosting Services, it must first obtain your written consent (such consent not to be unreasonably withheld or delayed). Where consent is provided, Cambrionix will enter into a written agreement with the Hosting Provider which shall reflect and will continue to reflect the requirements of the Applicable Data Protection Laws.
- 9.11 Cambrionix confirms that it has entered or (as the case may be) will enter into a written agreement with the Back-Up Provider substantially on the Back-Up Provider's standard terms of business and Cambrionix confirms that those standard terms and conditions reflect and will continue to reflect the requirements of the Applicable Data Protection Laws.
- 9.12 If Cambrionix wishes to appoint any third party processor of personal data other than the Back-Up Provider in respect of the Back-Up Services, it must first obtain your written consent (such consent not to be unreasonably withheld or delayed). Where consent is provided, Cambrionix will enter into a written agreement with the Back-Up Provider which shall reflect and will continue to reflect the requirements of the Applicable Data Protection Laws.
- 9.13 Cambrionix uses Stripe to process payments from you under the Contract and you consent to the use of Stripe as a third-party processor. Cambrionix confirms that it has entered or (as the case may be) will enter into a written agreement with Stripe substantially on Stripe's standard terms of business and Cambrionix confirms that such terms and conditions reflect and will continue to reflect the requirements of the Applicable Data Protection Laws.
- 9.14 If Cambrionix wishes to appoint any third party processor of personal data other than Stripe in respect of online payments, it must first obtain your written consent (such consent not to be unreasonably withheld or delayed). Where consent is provided, Cambrionix will enter into a written agreement with the online payment provider which shall reflect and will continue to reflect the requirements of the Applicable Data Protection Laws.
- 9.15 Cambrionix may, at any time on not less than 30 days' notice, revise clause 9 by replacing it (in whole or part) with any applicable standard clauses approved by the EU Commission or the UK Information Commissioner's Office or forming part of an applicable certification scheme or code of conduct (**Amended Terms**). Such

Amended Terms shall apply when replaced by attachment to the Contract, but only in respect of such matters which are within the scope of the Amended Terms.

10. THIRD PARTY PROVIDERS

10.1 You acknowledge that the Services may enable or assist you to access the website content of, correspond with, and purchase products and services from, third parties via third party websites and that you do so solely at your own risk.

10.2 Cambrionix makes no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by you, with any such third party.

10.3 Any contract entered into and any transaction completed via any third party website is between you and the relevant third party, and not Cambrionix. Cambrionix recommends that you refer to the third party's website terms and conditions and privacy policy prior to using the relevant third party website. Cambrionix does not endorse or approve any third party website nor the content of any of the third party website made available via the Services.

11. CAMBRIONIX'S OBLIGATIONS

11.1 Cambrionix undertakes that the Services will be performed substantially in accordance with the Documentation and with reasonable skill and care.

11.2 The undertaking at clause 11.1 shall not apply if and to the extent that any non-conformance is caused by use of the Services contrary to Cambrionix's instructions, or modification or alteration of the Services by any party other than Cambrionix or Cambrionix's duly authorised contractors or agents. If the Services do not conform to the foregoing undertaking, Cambrionix will, at its expense, use all reasonable endeavours to correct any such non-conformance promptly, or provide you with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes your sole and exclusive remedy for any breach of the undertaking set out in clause 11.1. Notwithstanding the foregoing, Cambrionix:

11.2.1 does not warrant that your use of the Services will be uninterrupted or error-free;

11.2.2 does not warrant that that the services and/or the information obtained by you through the Services will meet your requirements;

11.2.3 does not warrant that the Software and/or the Services will be free from Vulnerabilities or Viruses;

- 11.2.4 does not warrant that the Software, Documentation and/or Services will comply with any Heightened Cybersecurity Requirements; and
- 11.2.5 is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and you acknowledge that the Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

12. YOUR OBLIGATIONS

12.1 You will:

- 12.1.1 provide Cambrionix with:
 - 12.1.1.1 all necessary co-operation in relation to the Contract;
 - 12.1.1.2 all necessary access to such information as may be required by Cambrionix;

in order to provide the Services, including Your Data, security access information and configuration services;
- 12.1.2 ensure that the terms of your order are complete and accurate;
- 12.1.3 without affecting your other obligations under the Contract, comply with all applicable laws and regulations with respect to your activities under the Contract;
- 12.1.4 carry out all of your other responsibilities set out in the Contract in a timely and efficient manner and in the event of any delays in your provision of such assistance as agreed by the parties, Cambrionix may adjust any agreed timetable or delivery schedule as reasonably necessary;
- 12.1.5 ensure that the Authorised Users use the Services and the Documentation in accordance with these Conditions and shall be responsible for any Authorised User's breach of the Contract;
- 12.1.6 obtain and maintain all necessary licences, consents, and permissions necessary for Cambrionix, its contractors and agents to perform their obligations under the Contract, including the Services;
- 12.1.7 ensure that your network and systems comply with the relevant specifications provided by Cambrionix from time to time; and

12.1.8 be, if and to the extent permitted by law and except as otherwise expressly provided in the Contract, solely responsible for procuring, maintaining and securing your network connections and telecommunications links from your systems to Cambrionix's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to your network connections or telecommunications links or caused by the internet.

13. **CHARGES AND PAYMENT**

13.1 You will pay the Subscription Fees to Cambrionix for the User Licences in accordance with this clause 13.

13.2 Cambrionix takes reasonable care to ensure that the prices stated for the Services are correct at the time when the relevant information was entered into the system. However, please see clause 13.4 for what happens if Cambrionix discovers an error in the price of the Services you ordered.

13.3 Cambrionix reserves the right to increase the Subscription Fees on an annual basis with effect from 1 January in line with the percentage increase in the Retail Prices Index.

13.4 It is always possible that, despite Cambrionix's reasonable efforts, some of the Services on Cambrionix's site may be incorrectly priced. Where the correct price for the Services is less than the price stated on Cambrionix's site, Cambrionix will charge the lower amount. If the correct price for the Services is higher than the price stated on Cambrionix's site, Cambrionix will contact you as soon as possible to inform you of this error and Cambrionix will give you the option of continuing to purchase the Services at the correct price or cancelling your order. Cambrionix will not process your order until Cambrionix has your instructions. If Cambrionix is unable to contact you using the contact details you provided during the order process, Cambrionix will treat the order as cancelled and notify you in writing. However, if Cambrionix mistakenly accepts and processes your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as mispricing, Cambrionix may cancel supply of the Services and refund you any sums you have paid.

13.5 You will on the Commencement Date provide to Cambrionix valid, up-to-date and complete credit card details or approved purchase order information acceptable to Cambrionix and any other relevant valid, up-to-date and complete contact and billing details and, if you provide:

13.5.1 your credit card details to Cambrionix, you hereby authorise Cambrionix to bill such credit card (using Stripe or such other payment platform provider used by Cambrionix from time to time):

- 13.5.1.1 on the Commencement Date for the Subscription Fees payable in respect of the Initial Subscription Term;
 - 13.5.1.2 subject to clause 4.1, on each anniversary of the Commencement Date for the Subscription Fees payable in respect of the next Renewal Period;
- 13.5.2 your approved purchase order information to Cambrionix, Cambrionix shall invoice you:
 - 13.5.2.1 on the Commencement Date for the Subscription Fees payable in respect of the Initial Subscription Term; and
 - 13.5.2.2 subject to clause 4.1, at least 30 days prior to each anniversary of the Commencement Date for the Subscription Fees payable in respect of the next Renewal Period,

and you will pay each invoice within 30 days after the date of such invoice.
- 13.6 For any failed or cancelled payments of the Subscription Fees, Cambrionix may charge you on administration fee of £20.00.
- 13.7 If Cambrionix has not received payment within seven days after the due date, and without prejudice to any other rights and remedies of Cambrionix:
 - 13.7.1 Cambrionix may, without liability to you, disable your password, account and access to all or part of the Services and Cambrionix shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and
 - 13.7.2 interest shall accrue on a daily basis on such due amounts at an annual rate equal to 4% over the then current base lending rate of the Bank of England base rate from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.
- 13.8 All amounts and fees stated or referred to in the Contract:
 - 13.8.1 shall be payable in pounds sterling;
 - 13.8.2 are, subject to clause 18.3, non-cancellable and non-refundable; and
 - 13.8.3 are exclusive of value added tax (unless expressly stated otherwise), which shall be added to Cambrionix's invoice(s) at the appropriate rate.
- 13.9 Cambrionix shall be entitled to increase the Subscription Fees, at the start of each Renewal Period upon at least 60 days' prior notice to you.

14. INTELLECTUAL PROPERTY RIGHTS

- 14.1 You acknowledge and agree that Cambrionix and/or its licensors own all Intellectual Property Rights in the Services and the Documentation. Except as expressly stated herein, the Contract does not grant you any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Services and/or the Documentation.
- 14.2 Cambrionix confirms that it has all the rights in relation to the Services and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of the Contract.
- 14.3 Cambrionix may from time to time include open source software (as defined by the Open Source Initiative (<http://opensource.org>) or the Free Software Foundation (<http://www.fsf.org>)) in the Software so long as it ensures that it complies with the relevant licence terms for the open source software. The licence granted to you pursuant to clause 5.1 is subject to such terms.

15. CONFIDENTIALITY

- 15.1 Each party undertakes that it shall not at any time during the Contract, and for a period of five years after termination of the Contract, disclose to any person any confidential information and all information of a confidential or proprietary nature, concerning the business, affairs, other customers, clients or suppliers of the other party or of any Affiliate except as permitted by clause 15.2.
- 15.2 Each party may disclose the other party's confidential information:
- 15.2.1 to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Contract and each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information materially comply with this clause 15; and
 - 15.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 15.3 Each party shall be entitled (without the prior written consent of the other party but always subject to the proviso to clause 15.2) to disclose the terms of the Contract and the confidential information of the other party to an auditor, its legal or other professional advisers (including insurance brokers and financial advisers), or in the case of Cambrionix to its Affiliates if and to the extent that the party (acting

reasonably) considers that they each need to know the confidential information in relation to the Contract provided that the receiving party:

- 15.3.1 informs the individual or entity of the confidential nature of the confidential information; and
 - 15.3.2 ensures that the individual or entity is bound by appropriate obligations of confidentiality.
- 15.4 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.
- 15.5 Neither party shall be responsible for any loss, destruction, alteration or disclosure of confidential information caused by any third party.
- 15.6 You acknowledge that details of the Services and the results of any performance tests of the Services, constitute Cambrionix's confidential information.
- 15.7 Cambrionix acknowledges that Your Data constitutes your confidential information.

16. **INDEMNITY**

- 16.1 You will indemnify Cambrionix, and covenant to pay Cambrionix against an amount equal to:
- 16.1.1 all losses (including all direct, indirect and consequential losses), liabilities, costs, damages and expenses that Cambrionix or any of its Affiliates does or will incur or suffer; and
 - 16.1.2 all claims or proceedings made or brought or threatened against Cambrionix or any of its Affiliates by any person and all losses, liabilities or costs (on a full indemnity basis), damages and expenses Cambrionix or any of its Affiliates does or will incur or suffer as a result of defending or settling any such actual or threatened claims or proceedings,

in each case arising out of or in connection with your use of the Services.

17. **DISCLAIMERS**

- 17.1 Cambrionix does not warrant that the use of the Services will be uninterrupted or error-free or that the Services will meet any Heightened Cybersecurity Requirements.
- 17.2 You acknowledge that the Services are provided to you by Cambrionix on an "as is" basis.

- 17.3 You accept responsibility for the selection of the Services to achieve your intended results and acknowledge that the Services have not been developed to meet your individual requirements.
- 17.4 You acknowledge and agree that Cambrionix:
- 17.4.1 is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and you acknowledge that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities; and
 - 17.4.2 shall not be prevented from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to the Services provided under the Contract.
- 17.5 All other conditions, warranties or other terms which might have effect between the parties or be implied or incorporated into the Contract or any collateral contract, whether by statute, common law or otherwise, are hereby excluded, including the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose or the use of reasonable skill and care.
- 17.6 Cambrionix has the right to amend the specification of the Services at any time.

18. **LIMITATION OF LIABILITY**

- 18.1 Nothing in the Contract excludes the liability of Cambrionix for:
- 18.1.1 death or personal injury caused by the negligence of Cambrionix, its officers, employees, contractors or agents;
 - 18.1.2 fraud or fraudulent misrepresentation; and/or
 - 18.1.3 any other liability which cannot be limited or excluded by applicable law.
- 18.2 Except as expressly set out in clause 18.1, Cambrionix shall not be liable to you whether in contract, tort (including negligence), for breach of statutory duty or otherwise arising under or in connection with the Contract for:
- 18.2.1 loss of anticipated savings;
 - 18.2.2 loss of profits or revenue;
 - 18.2.3 loss of sales or business;

- 18.2.4 loss of agreements or contracts;
 - 18.2.5 loss of business opportunity;
 - 18.2.6 loss of or damage to goodwill or reputation;
 - 18.2.7 loss or corruption of data, software or information; and/or
 - 18.2.8 any indirect or consequential loss.
- 18.3 Except as expressly set out in clause 18.1, the total liability of Cambrionix, whether in contract, tort (including negligence) or otherwise and whether in connection with the Contract or any collateral contract, shall in no circumstances exceed a sum equal to the amounts paid or payable by you under the Contract.

19. **TERMINATION**

- 19.1 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- 19.1.1 the other party fails to pay any amount due under the Contract on the due date for payment and remains in default not less than seven days after being notified in writing to make such payment;
 - 19.1.2 the other party commits a material breach of any other term of the Contract and (if such breach is remediable) fails to remedy that breach within a period of 15 days after being notified in writing to do so;
 - 19.1.3 the other party repeatedly breaches any of the terms of the Contract 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 the Contract;
 - 19.1.4 the other party takes any step or action in connection with regard to entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
 - 19.1.5 the other party takes any step or action in connection with it applying to court for, or, obtaining a moratorium under Part A1 of the Insolvency Act 1986;

- 19.1.6 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- 19.1.7 the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 19.2 Without affecting any other right or remedy available to it, Cambrionix may terminate the Contract on giving you not less than 14 days' written notice.
- 19.3 On termination of the Contract for any reason:
 - 19.3.1 all licences granted under the Contract shall immediately terminate and you will immediately cease all use of the Services and/or the Documentation;
 - 19.3.2 each party shall return and make no further use of any equipment, property, documentation and other items (and all copies of them) belonging to the other party;
 - 19.3.3 Cambrionix may destroy or otherwise dispose of any of Your Data in its possession unless Cambrionix receives, no later than ten days after the effective date of the termination of the Contract, a written request for the delivery to you of the then most recent back-up of Your Data and in such case, Cambrionix shall use reasonable endeavours to deliver the back-up to you within 30 days of its receipt of such a written request, provided that:
 - 19.3.3.1 at that time you have paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination);
 - 19.3.3.2 you pay all reasonable expenses incurred by Cambrionix in returning or disposing of Your Data;
 - 19.3.4 any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect;
 - 19.3.5 you shall immediately pay to Cambrionix any sums due to Cambrionix under the Contract; and
 - 19.3.6 any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination shall not be affected or prejudiced.

20. **FORCE MAJEURE**

20.1 **Force Majeure Event** means any circumstance not within Cambrionix's reasonable control including:

- 20.1.1 acts of God, flood, drought, earthquake or other natural disaster;
- 20.1.2 epidemic or pandemic (including COVID-19);
- 20.1.3 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;
- 20.1.4 nuclear, chemical or biological contamination or sonic boom;
- 20.1.5 any law or any action taken by a government or public authority, including imposing an export or import restriction, quota or prohibition;
- 20.1.6 collapse of buildings, fire, explosion or accident;
- 20.1.7 any labour or trade dispute, strikes, industrial action or lockouts;
- 20.1.8 general unavailability of the internet;
- 20.1.9 non-performance by suppliers or subcontractors; and
- 20.1.10 interruption or failure of utility service.

20.2 If Cambrionix is prevented, impeded, hindered or delayed in or from performing any of its obligations under the Contract by a Force Majeure Event, Cambrionix shall not be in breach of the Contract or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

20.3 The provisions of this clause 20 shall apply whether or not a Force Majeure Event was foreseeable.

21. **GENERAL**

21.1 Cambrionix may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.

21.2 You shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of your rights and obligations under the Contract without the prior written consent of Cambrionix.

- 21.3 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous contracts, agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 21.4 Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract.
- 21.5 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.
- 21.6 Nothing in the Contract shall limit or exclude either party's liability for fraud or fraudulent misrepresentation.
- 21.7 Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 21.8 A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 21.9 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 21.9 shall not affect the validity and enforceability of the rest of the Contract.
- 21.10 The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 21.11 The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.
- 21.12 Except as expressly provided in the Contract, the rights and remedies provided under the Contract are in addition to, and not exclusive of, any rights or remedies provided by law.
- 21.13 Nothing in the Contract is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party

shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

21.14 Notice given under the Contract shall be in writing, sent to such addresses as may be notified by the parties from time to time and shall be delivered personally, sent by email or sent by pre-paid, first-class post or recorded delivery.

21.15 A notice is deemed to have been received:

21.15.1 if delivered personally, at the time of the delivery;

21.15.2 in the case of email, 09:00 the Business Day following transmission;

21.15.3 in the case of airmail, five Business Days following posting; or

21.15.4 in the case of pre-paid first class post or recorded delivery two Business Days from the date of posting.

21.16 To prove service, it is sufficient to prove that the notice was transmitted by email, to the email address of the party or, in the case of post, that the envelope containing the notice was properly addressed.

21.17 The provisions of clause 21.14 to clause 21.16 (inclusive) does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

22. **GOVERNING LAW AND JURISDICTION**

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

22.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).