1.   DEFINITIONS

Any defined terms not set out below shall have the meaning set out in Our Master Terms.

"Affiliate" means any subsidiary undertaking, parent undertaking or holding company of the Customer and any subsidiary undertaking of such parent undertaking or holding company from time to time; "**subsidiary**" and "**holding company**" have the meaning given to them in section 1159 of the Companies Act 2006;

"Commencement Date" means the date on which Your Licence starts, as set out in the Order Form;

"Data means" any of Your data which is processed, held or stored in the Software;

"Data Volume" means the volume of Data which may be processed using the Software, as set out in the Order Form;

"Documentation" means the operating manuals, user instructions, technical literature and all other related materials supplied to You by Us for aiding the use and application of the Software

"Fault" means a failure of the Software to perform materially in accordance with its Specification;

"Good Industry Practice" means the exercise of the degree of skill, diligence, prudence and foresight that one would reasonably and ordinarily expect from a person skilled and experienced in the practice or activity in question;

"Incident Reporting Process" means Our incident reporting process published from time to time and available at Appendix 2.

"Initial Term" means the term set out in the Order Form;

"Laws" means (a) all laws (including the common law) and (b) all regulations, policies and codes of conduct which are legally-binding, and which are applicable to the activities undertaken pursuant or in relation to the Agreement;

"Licence Agreement" means this Licence Agreement attached as a Schedule to the Order Form;

"Licence" means the licence to use the Software set out in clause 3 below;

"Nominated Support Staff" means the Your staff and subcontractors who have been trained in the use of the Software and nominated by You to liaise with Us in connection with the Support Service;

"Release(s) means" a correction or consolidation of corrections within the then current Version;

"Renewal Term" has the meaning given in clause 2.1;

"Resolution" means restoring the Software to an operational state;

"Service Levels" means those service levels applicable to the Support Services as set out in Schedule 1;

"Specification" means the specification for the Software set out the Order Form or any documents We publish from time to time;

"Software" means the Software licensed by Us to You, as identified in the Order Form;

"Support Services" means the support for the Software as set out in Schedule 1;

"Term" means the Initial Term and any Renewal Term;

"Update(s)" means a Release or Version;

"Users" means Your employees, agents and independent contractors and those of Your Affiliates who You authorise to use the Software;

"Version" means any new version of the Software which from time to time is publicly marketed and offered by Us for purchase in the course of Our normal business, being a version, which contains such significant differences from the previous versions as to be generally accepted in the marketplace as constituting a substantially improved version of the same product. "**Version**" does not include new products with additional and distinctly different functionality from the Software;

2.   LICENCE

2.1   We hereby grant You and Your Affiliates from the Commencement Date a non-exclusive, non-transferable right to use the Software during the Term for the purpose only of carrying out Your internal business purposes only.

2.2   You shall:

(A)   ensure that all Users use the Software only in accordance with the terms of this clause 2;

(B)   not, licence, sell, rent, lease, transfer, assign, distribute or otherwise make the Software available to any third party except the Users;

(C)   You shall not, except as may be allowed by any Law or as permitted under the Agreement:

(i)   attempt to copy, modify, duplicate, create derivative works from, frame, mirror,

republish, display transmit or distribute all or any portion of the Software in any form or media or by any means; or

(ii) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or part of component of the Software.

3. DATA VOLUME

3.1 If You exceed the agreed Data Volume, we may charge You additional Fees for such excess storage in accordance with Our standard price list from time to time. You agree to pay for the increased Data Volume for the remainder of the current Term.

4. USE OF THE SOFTWARE

4.1 We shall:

(A) provide the Support Services and the Software and use reasonable endeavours to meet the Service Levels, provided that Your use of the Software remains within the agreed Data Volume;

(B) provide the Software and Support Services in accordance with Good Industry Practice and using reasonable skill and care;

(C) comply with all Laws that apply to persons providing services of a similar nature to the Software; and

(D) ensure that no Update, Release or Version of the Software provided shall in Our reasonable opinion materially reduce performance or remove or reduce functionality as compared to performance and functionality as at the Commencement Date.

4.2 We shall charge You for any technical support services associated with problems which arise from or relate to Your Data, third party systems or software which is required to connect to the Software. Any fees which are not set out in the Order Form shall be agreed in advance with You in writing.

4.3 We shall have no responsibility for Your use of the outputs of the Software and You acknowledge that the accuracy of outputs of the Software are solely dependent on the Data and input materials provided by You. You assume all responsibility or conclusions drawn in reliance on the outputs of the Software, and subject to the terms of the Agreement, We exclude liability for any liability or damage caused by errors or omissions in any information, instruction or scripts provided by You to Us in connection with the Agreement and any actions taken by Us at Your direction.

5. YOUR OBLIGATIONS

5.1 You shall:

(A) from the Commencement Date pay the Fees for the Software and Data Volume during the Term;

(B) ensure that the Users maintain the security of their login credential(s);

(C) where We (acting reasonably) identify a need for additional training to ensure that Users are able to operate the Software, ensure that all Users complete any training requested by Us from time to time (at Your cost), where:

(i) we will notify You in advance in writing if We consider this is necessary and agree any fees with You; and

(ii) failure to undertake such additional training may result in the restricted provision of Support Services;

(D) provide Us promptly and on a timely basis with such reasonable access to any premises and personnel as We may need in order to perform Our obligations under the Agreement;

(E) provide Us with all documentation and information reasonably required, and co-operate fully with Us or any third party in order for Us to perform Our obligations under the Agreement;

(F) comply with Our password security process, made available to You from time to time for the purpose of Us administering Your account and providing the Support Services; and

(G) comply with the obligations set out in the Agreement.

5.2 If You fail to comply with any of Your obligations in the Agreement, We shall not be responsible for any

delays or inability to perform Our obligations under the Agreement. You agree to pay Our reasonable and demonstrable costs associated incurred as a result of Your failure.

6. SUSPENSION

6.1 If You:

(A) fail to pay any amount due under the Agreement on the due date for payment; or

(B) breach any of the provisions the Agreement;

We may suspend access to the Software until either payment is made in full or usage is in accordance with the Agreement (as appropriate); and

(C) in addition to paying interest on late payment in accordance with the Agreement, You shall indemnify Us and reimburse Us fully on written demand for any costs or losses We sustain or incur arising directly or indirectly from Your breach, including Our reasonable management time; and

(D) if You are still in default not less than 30 days after being notified in writing, We may at Our option, (and without prejudice to any other rights or remedies) terminate the Agreement for material breach which is not capable of remedy.

7. WARRANTIES

7.1 We warrant that:

(A) We shall take reasonable steps in accordance with Good Industry Practice to ensure that We will not introduce into the Software anything which is intended by any person to, is likely to, or may impair the operation of the Software, or any other computer systems or programs in Your possession including any computer program code, virus, authorisation key, licence control utility or software lock;

(B) the Software will not infringe the Intellectual Property Rights of any third party;

(C) the Software is provided "as is" and will perform substantially in accordance with any documentation and help material for the Software which We provide to You, and in accordance with Laws.

7.2 **Remedy**: It is agreed that any breach of the warranties given by Us is capable of remedy, and We shall remedy the same in a timely manner. Except as set out elsewhere in the Agreement, this represents Your sole remedy in relation to breach of warranty by the Supplier.

7.3 **Exclusion of statutory warranties**: Except as expressly stated in the Agreement, all warranties implied by statute, common law or otherwise are excluded to the extent permitted by Law.

8. NEW VERSIONS

8.1 From time to time We may issue a new Version of the Software which shall be made available to You at no additional cost during the Initial Term. We may charge You Our reasonable additional costs for professional services to assist You in carrying out any upgrade of the Software to a new Version. We will notify You of such charges in advance in writing and the Parties shall agree a new Order Form.

8.2 We shall continue to provide the Support Services to the Software for 6 months from the date on which We publicly make a new Version available. Thereafter We shall provide Support Services in relation to the new Version only, even if You have chosen not to install the new Version.

Schedule 1- Support Services

1. **SOFTWARE SUPPORT**

1.1 **We shall:**

(A) provide You with such technical advice and support by telephone or email as may be appropriate and necessary to resolve a Fault in the Software in accordance with the Service Levels in Appendix 1 of this Schedule 1;

(B) provide Releases without charge as and when, in Our sole opinion acting reasonably, it is necessary for such Releases to be issued; and

(C) correct any issues we reasonably identify in the Software promptly in accordance with the Service Levels in so far as such issues are due to a non-compliance of the Software with the Agreement;

1.2 You shall:

(A) notify Us of any Fault or alleged Fault immediately within a period not exceeding 2 (two) hours from the time the said Fault first becomes apparent to You during the supported hours; and

(B) report all faults in line with the Incident Reporting Process.

2. **SUPPORT AVAILABILITY**

2.1 Support Hours

Monday-Friday, excluding UK bank holidays, 09:00-17:00, UK time.

3. **SOFTWARE SUPPORT SERVICES**

3.1 We shall be under no obligation to provide Support Services in respect of:

(A) problems resulting from any modifications or customisation of the Software not authorised in writing by Us. For the avoidance of doubt, modifications to the Software shall include but not be limited to changes to the logical or physical database schema for the Software, changes to the disk layout and configuration, and hand-modified changes to the data within the database;

(B) any software other than the Software;

(C) incorrect or unauthorised use of the Software or operator error where these are defined as use or operation not in accordance with the Documentation;

(D) any fault in Your equipment;

(E) any programs used in conjunction with the Software;

(F) use of the elements of the Software in any combination other than those specified in the Documentation;

(G) use of the Software with computer hardware, operating systems or other supporting software other than those specified in the Documentation; and

(H) Your failure to install and use in substitution for the previous release any new Release of the Software within 7 days of its receipt.

3.2 We reserve the right to discontinue the Support Services for any prior Version of the Software after 6 months of a superseding Version being made available to You.

3.3 We shall not be obliged to make modifications or provide support in relation to Your computer hardware, operating system software, or third party application software or any data feeds or external data.

Appendix *1 - Software Support: Service Levels*

1. **FAULT CLASSIFICATIONS - DEFINITIONS**

Fault Classification	Definition
Priority 1	"Priority 1" or "P1" means an incident, where all of the Software is unavailable, i.e. unable to ingest and/or index information as designed or Your Users are unable to view and/or process data which causes serious disruption to the day to day operation of the business unit using the Software which results in Your Data being inaccessible within the Software.
Priority 2	"Priority 2" or "P2" means an incident, where a material part of the Software is unavailable, i.e. unable to ingest and/or index information as designed or Your Users are unable to view and/or process Your Data which causes serious disruption to the day to day operation of Your business unit using the Software.
Priority 3	"Priority 3" or "P3" means an incident, which causes the Software not to be able to ingest and/or index information as designed but has only a moderate impact on the use of the Software.
Priority 4	"Priority 4" or "P4" means an incident, which intermittently causes the Software to be unable to ingest and/or index information as designed or is minor in nature.

2. **FAULT CLASSIFICATIONS – RESPONSE TIMES**

Fault Classification	Initial response	Initial update frequency	Target resolution (from notification within support hours)
Priority 1	1 Business Hour	2 Business Hours	10 hours
Priority 2	4 Business Hours	4 Business Hours	20 hours
Priority 3	Next Business Day	6 Business Hours	30 hours
Priority 4	2 Business Days	Next Business Day	None or future Release

2.1 Initial Response is the acknowledgement and triage to determine severity and decide the next course of action.

2.2 Resolution is the target time to have the issue resolved or a workaround provided to restore the Software into a working state and allow You to resume normal activities. Actual time to full resolution may be longer due to requirements to perform longer running actions outside of Our control for example: re-ingestion, re-indexing operations, database updates/migrations/schema changes, but these will be communicated to You during the ongoing incident.

2.3 Updates will be given to You via the support ticket at regular intervals as defined by the Priority level.

2.4 If the issue is long running, requires additional support or is waiting on a third party an alternative update process may be agreed between You and Us.

Appendix *2 – Incident Reporting Procedure*