RLDatix

RLDatix Master Services Terms ("Service Terms")

1 DEFINITIONS AND INTERPRETATION

1.1 In these Service Terms and in the Agreement (defined below), the following words have the following meanings:

"Acceptable Use Policy" means the acceptable use policy applicable to the Services located on the RLDatix Website, as it may be updated by RLDatix from time to time.

"Account Information" means information about the Customer that the Customer provides to RLDatix in connection with the creation or administration of the Customer's account. For example, Account Information includes names, usernames, phone numbers, email addresses and billing information associated with the Customer's account.

"Additional Charges" means RLDatix's charges from time to time for work undertaken on a time and materials basis together with any expenses reasonably incurred in the performance of such work.

"Agreement" means these Service Terms, the Quote, the Policies, the Service Level Agreement, the applicable Regional Annex (if any) and any other applicable Annex (as any of them may be amended in accordance with these Service Terms).

"Annex" means any document specified in these Service Terms or the Quote as being relevant to the Services, according to the nature of the Services and/or the place of business of the Customer, and located on the RLDatix Website, as such document may be updated by RLDatix from time to time.

"Annual Charge" means the annual charge set out in the Quote for the use of the Services (as such charge may vary under the terms of the Agreement).

"Applicable Law" means any law, decree, court order, regulation, code of practice, licence condition or similar respectively in force from time to time to which the Customer is subject and/or in any jurisdiction in which the Services are supplied, applicable to the Customer's use of the Services.

"Business Day" means 9:30 a.m. to 5:00 p.m. on any day which is not a public holiday in the place identified in Clause 27.2 as the address for notices for RLDatix.

"Change in Law" means any change in any law, enactment, order, regulation, directive, code of practice or other similar instrument occurring after the date of the Quote affecting RLDatix and suppliers of services which are the same or similar to the Services and which results in an increase in the cost to RLDatix of providing the Services.

"Charges" means the Annual Charge and Other Charges.

"Commencement Date" means the date on which RLDatix first provides the Customer with access to the Services as notified to the Customer by RLDatix.

"Confidential Information" means the terms of the Agreement along with any and all information or materials (including operations, plans, market opportunities, customers, know-how (including designs, processes of production and technology) trade secrets and software) in any form or medium (whether written, oral, visual or electronic) disclosed directly or indirectly by either party or its employees or representatives to the other in connection with this or which is of a confidential or proprietary nature or is received in circumstances in which the receiving party knows or should know that the information is confidential.

"Content" means software (including machine images), data, text, audio, video or images.

"Contractor" means any Third Party service provider used by RLDatix (on a subcontracting basis) in connection with the provision of the Services.

"Customer" means the entity to which the Quote is addressed but shall not include any parent, group, affiliated or related undertakings unless otherwise agreed in writing by RLDatix.

"Customer Content" means Content that a Customer or any End User transfers to RLDatix for processing, storage or hosting by the Services in connection with the Customer's account and any computational results that a Customer or any End User derive from the foregoing through their use of the Services. Customer Content does not include Account Information.

"Customer Dependency" means any obligation upon the Customer under the Agreement from time to time, upon which RLDatix is to any extent reliant in order to allow RLDatix or the Contractor or their respective subcontractors to roll out, provide or decommission any Service.

"Cyber Attack" means a cyber-security threat or attack (including a virus attack) or a data security breach.

"Documentation" means the user guides and admin guides (in each case exclusive of content referenced via hyperlink) for the Services located on the RLDatix Website, as such user guides and admin guides may be updated by RLDatix from time to time.

"End User" means any individual or entity that directly or indirectly through another user: (a) accesses or uses Customer Content; or (b) otherwise accesses or uses the Service Offerings under the Customer's account. The term "End User" does not include individuals or entities when they are accessing or using the Services or any Content under their own account with the Contractor, rather than under the Customer's account.

"Equipment" means any equipment used in the provision of the Services and installed at the Contractor's premises and owned by the Contractor or a Third Party provider.

"Exit Plan" means the exit plan identified on the RLDatix Website as the exit plan relevant to these Service Terms or any other exit plan agreed in writing between RLDatix and the Customer.

"Fault" means a technical issue within RLDatix's control which prevents the Customer from fully accessing the Service.

"Force Majeure" means any event which is beyond the control of a party or which it would not be reasonable to expect a party to control, including acts of God, labour disputes or other industrial disturbances, electrical or power outages, failure of the Contractor or other suppliers, utilities or other telecommunications failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

"Intellectual Property Rights" or "IPRs" means intellectual property rights and industrial property rights of any nature whatsoever including without limitation patents, patent applications, copyright, know-how, technical and commercial information, designs and design rights (whether registered or unregistered), internet domain names, database rights, trade marks, service marks or business names, applications to register any of the aforementioned rights, trade secrets and rights of confidence, in each case in any part of the world and whether or not registered or registerable.

"Losses" means any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees).

"Minimum Term" means the minimum period of sixty months from and including the Commencement Date or such other period as may be stated in the Quote.

"Monitoring Requirements" means any and all laws, enactments, orders, regulations, directives, codes of practice or other similar instruments (whether voluntary or compulsory) which are relevant to the Services provided by RLDatix and/or the Contractor and/or their respective subcontractors under the Agreement from time to time and which relate to the recording, interception, storage and/or disclosure of data for the purposes of safeguarding national security and/or preventing or detecting of crime and/or prosecution of offenders.

"Notice Period" means the notice period required to be given to terminate the Services as set out in Clause 15.1.

"Other Charges" means the fees, other than the Annual Charge, identified in the Quote, if any.

"Permitted Users" means either the specified individuals or any specified category or group of users identified in the Quote, subject always to RLDatix's right to reject an individual, category or group, at RLDatix's discretion.

"Policies" means the Acceptable Use Policy, the Privacy Policy, the terms of use of the RLDatix Website and any other policy or terms referenced on the RLDatix Website or incorporated into the Agreement.

"Privacy Policy" means the privacy policy identified on the RLDatix Website as the privacy policy relevant to these Service Terms, as it may be updated by RLDatix from time to time.

"Purpose" means the purpose, if any, specified in the Quote.

"Quote" means any quotation issued by RLDatix relating to the Services and which is accepted by the Customer.

"Regional Annex" means the Annex determined in accordance with Clause 27 as being relevant to the place of business of the Customer.

"RLDatix" means the RLDatix group company identified in accordance with Clause 27 as being the RLDatix company entering into the Agreement.

"RLDatix Content" means Content RLDatix or any of RLDatix's affiliates make available in connection with the Services to allow access to and use of the Services; Documentation; sample code; software libraries; command line tools; proofs of concept; templates; and other related technology (including any of the foregoing that are provided by RLDatix's personnel). RLDatix Content does not include the Services or Third Party content.

"RLDatix Website" means www.RLDatix.com (and/or any successor or related site designated by RLDatix).

"Services" means the services and Software (and/or any part of them) to be provided or to which access is given by RLDatix or RLDatix's affiliates to the Customer as specified in any applicable documents forming part of the Agreement.

"Service Attributes" means Service usage data related to the Customer's account, such as resource identifiers, metadata tags, security and access roles, rules, usage policies, permissions, usage statistics and analytics.

"Service Level" means the service levels specified in the Service Level Agreement.

"Service Level Agreement" means the service level agreement applicable to the Services on the RLDatix Website, as such agreement may be updated by RLDatix from time to time.

"Service Offerings" means the Services, the RLDatix Content, and any other product or service provided by RLDatix under the Agreement.

"Software" means the online and mobile software applications provided or made available by RLDatix.

"Term" means the period during which the Services will be provided to the Customer commencing on the Commencement Date and ending when terminated in accordance with Clause 15.

"Third Party" means any person other than RLDatix and the Customer.

"Sales Tax" means any tax of any jurisdiction based on sales of goods or services such as value added tax, sales taxes and any similar, replacement or additional tax.

"Year" means the period of twelve months starting on the Commencement Date and each successive period of twelve months starting on each anniversary of the Commencement Date.

1.2 In these Service Terms and in the Agreement:

1.2.1 words denoting the singular include the plural and vice versa;

1.2.2 words denoting any gender include all genders;

1.2.3 reference to any person includes a reference to any natural person, company or unincorporated body (whether or not having separate legal personality) and all types of legal entity;

1.2.4 any reference to a regulatory body includes a reference to any successor or replacement regulatory body;

1.2.5 any use of the word "include" or "including" or "in particular" shall be deemed followed by the words "without limitation";

1.2.6 without prejudice to Clause 28.4, a reference to "writing" or "written" does not include email; and

1.2.7 any obligation on a party not to do something includes an obligation not to allow that thing to be done.

1.3 Headings are for convenience only and shall not affect the interpretation of these Service Terms.

1.4 References in these Service Terms to Clauses are to Clauses of these Service Terms unless otherwise specified.

2 **PROVISION AND USE OF THE SERVICES**

2.1 RLDatix, in consideration of the payment by the Customer of the Charges, hereby grants to the Customer, for the applicable Term, a non-exclusive right for the Permitted Users to use, solely for the Purpose, the Services upon the terms and conditions of these Service Terms.

2.2 The Customer shall immediately on entering into the Agreement (by accepting the Quote) provide any relevant purchase order to RLDatix, using the method enabled by acceptance of the Quote or by any other method specified by RLDatix. The Customer accepts that RLDatix will not provide the Customer with access to the Services until such relevant purchase order is received.

2.3 Notwithstanding the terms of Clause 2.1, nothing in the Agreement shall entitle the Customer (or Permitted Users) to use the Services for the purposes of processing data for or on behalf of any Third Party. The Customer is however permitted to use the Services for the purposes of meeting its statutory or regulatory requirements imposed by governmental or regulatory bodies.

2.4 RLDatix shall provide the Services with reasonable skill and care and in accordance with the Service Level Agreement.

2.5 RLDatix does not warrant that the use of the Services or Third Party content will meet the Customer's data processing requirements or that the Services will be uninterrupted or error free.

2.6 The Customer shall ensure that it complies at all times with all Applicable Law and also with any reasonable policies of RLDatix regarding the use of the Services which are advised to it by RLDatix from time to time in writing.

2.7 RLDatix reserves the right to amend, vary or change any Equipment or the Services or the Contractor provided that such amendment, variation or change does not materially and adversely affect the provision of the Services. Where RLDatix reasonably considers that it is necessary to suspend the provision of the Services (or any part of them) (including, without limitation, the provision of the Service to a particular site of the Customer) for the purposes of carrying out amendment, variation, change, repair, maintenance or improvement of or to the Services, and/or Equipment, RLDatix shall use its reasonable endeavours to ensure that the Customer receives reasonable notice of any such work.

2.8 The Customer shall not (and shall not permit any Third Party to):

2.8.1   assign, sub-license, transfer, sell, lease, rent, charge or otherwise deal in the Services nor make available the same to any Third Party nor use the same to provide services to any Third Party, except as may be authorised by RLDatix in writing from time to time (in which case RLDatix reserves the right to increase the Annual Charge); or

2.8.2   permit any software or other program to be written or developed based on or derived from the Services; or

2.8.3   (subject to any rights expressly conferred upon the Customer by Applicable Law), copy, adapt, reverse-engineer, decompile, disassemble, modify or make error corrections to the Software, and where the Customer intends to exercise any of its rights under Applicable Law it shall notify RLDatix of the same so as to provide RLDatix the opportunity to supply alternative information which would achieve the same result for the Customer.

2.9   The full benefit of the Services depends on the quality and speed of the Customer's internet connection in order to use the Services. The Customer shall procure and maintain the hardware, software and systems that connect the Customer's network to the Services, and shall implement all reasonable communication and security protocols necessary to use the Services. RLDatix shall not have any responsibility for any interruption or slowdown of access to the Services which is attributable to any of the factors referred to in this Clause.

2.10   The Customer shall not use (nor allow any Third Party to use) the Services:

2.10.1   in a way which is offensive, indecent, menacing, a nuisance or defamatory;

2.10.2   to send, knowingly receive, upload, download, store, display or use any material which is offensive, abusive, indecent, defamatory, obscene or menacing or which is in breach of copyright, confidence, privacy or any other Third Party right;

2.10.3   fraudulently or in connection with the commission of any criminal offence;

2.10.4   to "spam" or to send or provide unsolicited advertising or promotional material or to knowingly receive responses from "spam" or unsolicited advertising or promotional material sent or provided by the Customer or any Third Party acting on its behalf;

2.10.5   in an unlawful manner or in contravention of any legislation, laws, regulations, codes of practice, licence conditions, Third Party rights or any reasonable instructions of RLDatix and/or the Contractor from time to time regarding the use of any Service;

2.10.6   to knowingly upload or make available any virus, other malicious code or corrupt data or otherwise threaten the integrity or security of any computer (including by disclosing passwords); or

2.10.7   in a way that has a material adverse effect on any telecommunications network.

2.11   The provisions of Clause 2.10 shall not apply in respect of any material which is sent, stored or reproduced by the Customer for the legitimate and lawful purposes of the usual business of the Customer. The Customer shall indemnify RLDatix and/or the Contractor against any liability, cost, claim or expense made against RLDatix and/or the Contractor arising out of any breach by the Customer of its obligations pursuant to Clause 2.10.

3   CUSTOMER RESPONSIBILITIES

3.1   Except to the extent caused by RLDatix breaching the Agreement, (a) the Customer is responsible for all activities that occur under the Customer's account, regardless of whether the activities are authorised by the Customer or undertaken by the Customer, the Customer's employees or a Third Party (including the Customer's contractors, agents, Permitted Users or End Users), and (b) RLDatix and RLDatix's affiliates are not responsible for unauthorised access to the Customer's account. The Customer's liability for any failure to meet its responsibilities set out in this Clause 3.1 shall be limited to the extent such liability directly arises from a breach of the Service Terms by RLDatix.

3.2   The Customer will ensure that Customer Content and the Customer and End Users' use of Customer Content or the Service Offerings will not violate any of the Policies or any Applicable Law. The Customer is solely responsible for the development, content, operation, maintenance and use of Customer Content.

3.3   The Customer is responsible for properly configuring and using the Service Offerings and otherwise taking appropriate action to secure and protect Customer accounts and Customer Content in a manner that will provide appropriate security and protection, which might include not disclosing passwords or access codes to anyone other than Permitted Users and having procedures in place to prevent any unauthorised access to the Service.

3.4   Log-in credentials and private keys generated by the Services are for Customer internal use only and the Customer will not sell, transfer or sublicense them to any other entity or person, except that the Customer may disclose the Customer's private key to the Customer's agents and subcontractors performing work on the Customer's behalf.

3.5   The Customer will be deemed to have taken any action that the Customer permits, assists or facilitates any person or entity to take related to the Agreement, Customer Content or use of the Service Offerings. The Customer is responsible for End Users' use of Customer Content and the Service Offerings. The Customer will ensure that all End Users comply with the Customer's obligations under the Agreement and that the terms of the Customer's agreement with each End User are consistent with the Agreement. If the Customer becomes aware of any violation of the Customer's obligations under the Agreement caused by an End User, the Customer will immediately suspend access to Customer Content and the Service Offerings by such End User. RLDatix does not provide any support or services to End Users unless RLDatix has a separate agreement with the Customer or an End User obligating RLDatix to provide such support or services.

3.6   The Customer acknowledges that failure to fulfil any Customer Dependency in the manner and timescales required under the Agreement from time to time may prejudice RLDatix's ability to meet its obligations under the Agreement. The Customer therefore agrees that RLDatix shall not be liable for any failure by RLDatix to perform its obligations under the Agreement to the extent caused by the Customer's failure to ensure that all Customer Dependencies are fulfilled in the manner and timescales required by the Agreement. Any obligation of RLDatix which is prejudiced by the Customer's failure to ensure that the all Customer Dependencies are fulfilled in the manner and timescales required by the Agreement shall be deemed extended by a reasonable time.

3.7   If as a result of the Customer's failure to ensure that all the Customer Dependencies are fulfilled in the manner and timescales required by the Agreement RLDatix spends any additional time or incurs any additional costs, it shall be entitled to invoice the Customer for those costs and that time at its then current professional services rates.

3.8   The Customer shall at all times cooperate with RLDatix and/or the Contractor in connection with the provision of the Services.

3.9   Notwithstanding any other term of the Agreement, RLDatix will not be in breach of the Agreement to the extent its failure to perform or delay or defect in performance of its obligations under the Agreement arises as a result of:

3.9.1   any breach by the Customer of its obligations contained in the Agreement; or

3.9.2   RLDatix relying on any incomplete or inaccurate data provided by, or complying with any instruction or request made by the Customer and/or any of its respective employees or representatives.

3.10   The Customer shall comply with the Acceptable Use Policy and the terms of use of the RLDatix Website.

4   INDEMNIFICATION

4.1   The Customer will defend, indemnify, and hold harmless RLDatix, RLDatix's affiliates and licensors, and each of their respective employees, officers, directors, and representatives from and against any Losses arising out of or relating to any Third Party claim concerning: (a) the Customer or any End Users' use of the Service Offerings (including any activities under the Customer's account and use by the Customer's employees and

personnel); (b) breach of the Agreement or violation of Applicable Law by the Customer, End Users or Customer Content; (c) Customer Content or the combination of Customer Content with other applications, content or processes, including any claim involving alleged infringement or misappropriation of Third Party rights by Customer Content, or by the use, development, design, production, advertising or marketing of Customer Content; or (d) a dispute between the Customer and any End User. The Customer will reimburse RLDatix for reasonable legal fees, as well as RLDatix's employees' and contractors' time and materials spent responding to any legal order or process associated with Third Party claims described in (a) to (d) above at RLDatix's then-current hourly rates.

5   SUSPENSION

5.1   RLDatix may suspend the provision of the Services (or any part of them) without having any liability to the Customer:

5.1.1   where there is (or RLDatix reasonably suspects there is) any unauthorised access to the Customer's network which may result in unauthorised access to RLDatix and/or the Contractor's network, in which case the suspension will last until such time as that unauthorised access ceases or is demonstrated by the Customer not to have occurred;

5.1.2   where the Customer is (or RLDatix reasonably believes the Customer is) subject to a Cyber Attack;

5.1.3   in order to take precautions in a situation where the systems of RLDatix, of a Contractor or of other RLDatix customers are at risk of or subject to a Cyber Attack;

5.1.4   in order to carry out emergency technical maintenance to any of RLDatix's or a Contractor's systems;

5.1.5   where there is (or RLDatix reasonably suspects there is) any breach by the Customer of any of its obligations under Clause 2.10;

5.1.6   at RLDatix's discretion provided that RLDatix acts reasonably;

5.1.7   where the Customer or an End User's use of the Service Offerings (i) poses a security risk to the Service Offerings or any Third Party, (ii) could adversely impact RLDatix's systems, the Service Offerings or the systems or Content of any other RLDatix customer, (iii) could subject RLDatix, RLDatix's affiliates, or any Third Party to liability, or (iv) could be fraudulent;

5.1.8   where the Customer is, or any End User is, in breach of the Agreement;

5.1.9   where the Customer is in breach of its payment obligations to RLDatix; and/or

5.1.10   where the Customer has ceased to operate in the ordinary course, made an assignment for the benefit of creditors or similar disposition of the Customer's assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding.

5.2   If RLDatix suspends the Customer's right to access or use any portion or all of the Service Offerings, the Customer shall remain liable to pay the Charges for all Services during any period of suspension pursuant to Clause 5.1.

5.3   RLDatix reserves the right to suspend or vary the Services (or part of them and whether generally or in respect of the Customer only) where it is required to do so by law, or at the direction of any court or governmental or other regulatory body, or as a result of the loss or revocation of any licence which RLDatix or the Contractor requires to provide the Services (or part thereof) or as a result of a change imposed on RLDatix by any of its suppliers. During the period of any such suspension the Charges for the suspended Services (or part thereof) will not be payable unless the suspension arises as a consequence of an act or omission of the Customer, its employees or agents or persons authorised by it to use the Services.

6   SERVICE TERMS

6.1 The Customer may only use the Services to store, retrieve, query, serve, and execute Customer Content that is owned, licensed or lawfully obtained by the Customer. As part of the Services, the Customer may be allowed to use certain software (including related documentation) provided by RLDatix or Third Party licensors. This software is neither sold nor distributed to the Customer unless by a specific agreement and the Customer may use it solely as part of the Services. The Customer may not transfer it outside the Services without specific authorisation to do so.

6.2 The Customer must comply with the current technical documentation applicable to the Services (including the applicable developer guides) as posted by RLDatix and updated by RLDatix from time to time on the RLDatix Website. In addition, if the Customer creates technology that works with a Service, the Customer must comply with the current technical documentation applicable to that Service (including the applicable developer guides) as posted by RLDatix and updated by RLDatix from time to time on the RLDatix Website.

6.3 The Customer will provide information or other materials related to Customer Content (including copies of any client-side applications) as reasonably requested by RLDatix to verify the Customer's compliance with the Agreement. RLDatix may monitor the external interfaces (e.g., ports) of Customer Content to verify the Customer's compliance with the Agreement. The Customer will not block or interfere with RLDatix's monitoring, but the Customer may use encryption technology or firewalls to help keep Customer Content confidential. The Customer will reasonably cooperate with RLDatix to identify the source of any problem with the Services that RLDatix reasonably believe may be attributable to Customer Content or any End User materials that the Customer controls.

6.4 If RLDatix reasonably believes any Customer Content violates the law, infringes or misappropriates the rights of any Third Party or otherwise violates a material term of the Agreement (including the Documentation, the Service Terms, or the Acceptable Use Policy) ("**Prohibited Content**"), RLDatix will notify the Customer of the Prohibited Content and may request that such content be removed from the Services or access to it be disabled. If the Customer does not remove or disable access to the Prohibited Content within one Business Day of RLDatix's notice, RLDatix may remove or disable access to the Prohibited Content or suspend the Services to the extent RLDatix are not able to remove or disable access to the Prohibited Content. Notwithstanding the foregoing, RLDatix may remove or disable access to any Prohibited Content without prior notice in connection with illegal content, where the content may disrupt or threaten the Services, or as required to comply with law or any judicial, regulatory or other governmental order or request. In the event that RLDatix removes content without prior notice, RLDatix will provide prompt notice to the Customer unless prohibited by law.

6.5 The Customer will ensure that all information the Customer provides to RLDatix (for instance, information provided in connection with the Customer's registration for the Services, requests for increased usage limits, etc.) is accurate, complete and not misleading.

6.6 From time to time, RLDatix may apply upgrades, patches, bug fixes or other maintenance to the Service Offerings ("**Maintenance**"). RLDatix agrees to use reasonable efforts to provide the Customer with prior notice of any scheduled Maintenance (except for emergency Maintenance) and the Customer agrees to use reasonable efforts to comply with any Maintenance requirements that RLDatix notifies the Customer about.

7   CHARGES AND PAYMENT

7.1 In consideration for the provision of the Services, the Customer shall pay the Charges to RLDatix. The Annual Charge (together with Sales Tax thereon) shall become due annually on the Commencement Date and each anniversary thereof unless otherwise agreed by RLDatix and may be invoiced in advance by RLDatix. Other Charges will become due as specified in the Quote or elsewhere in the Agreement.

7.2 RLDatix shall be entitled to increase the Annual Charge:

7.2.1 as provided in the applicable Regional Annex; and/or

7.2.2 upon provision of at least thirty days' written notice in the event of an increase in the costs of labour, materials, fuel, tax, Contractor charges or any other thing outside of RLDatix's control which results in an increase in the costs of providing the Services.

7.3   All Charges and other payments which may become due in accordance with the Agreement are exclusive of Sales Tax which (if applicable) shall be payable by the party making the payment in question at the rate from time to time in force.

7.4   All invoices issued by RLDatix shall be paid by the Customer within thirty days of the date of invoice.

7.5   The Customer must provide any purchase order number or other reference which it wishes to appear on any invoice to be issued by RLDatix at least fourteen days prior to the date on which the invoice in question is to be raised. The Customer shall not be entitled to reject any invoice issued by RLDatix on the ground that it fails to include a purchase order number or other reference where the Customer has failed to notify it to RLDatix in accordance with this Clause 7.5.

7.6   RLDatix shall be entitled to suspend the provision of the Services (or any part of them) without liability to the Customer during any period during which any overdue sums are due to it from the Customer. During any such period of suspension, the Customer shall remain liable to pay the Charges for the suspended Services.

7.7   Interest shall accrue on all overdue amounts due from one party to the other before as well as after any judgment at the rate specified in the applicable Regional Annex.

7.8   Save as provided for by Clause 7.9, the Customer shall not be entitled to make any deduction or withholding from any amount due from it to RLDatix nor shall the Customer be entitled to exercise any right of set-off or counterclaim.

7.9   Where the Customer has a bona fide dispute as to the amount of any invoice issued by RLDatix which it has informed RLDatix of in writing within seven days of the date of the invoice, the Customer shall be entitled to withhold payment of the disputed amount only (provided it pays the undisputed amount in accordance with Clause 7.4) pending resolution of that dispute. Following resolution of that dispute, the Customer shall pay to RLDatix within five days (or before the end of the original period for payment if earlier) any amount which it agrees or is ordered to pay together with interest (if applicable) calculated in accordance with Clause 7.7.

7.10   Each party will be responsible, as required under Applicable Law, for identifying and paying all taxes and other governmental fees and charges (and any penalties, interest, and other additions thereto) that are imposed on that party upon or with respect to the transactions and payments under the Agreement. All payments made by the Customer to RLDatix under the Agreement will be made free and clear of any deduction or withholding, as may be required by law. If any such deduction or withholding (including but not limited to cross-border withholding taxes) is required on any payment, the Customer will pay such additional amounts as are necessary so that the net amount received by RLDatix is equal to the amount then due and payable under the Agreement.

8   CHARGES ADJUSTMENT AND ADDITIONAL COST ITEMS

8.1   In addition to its other rights under this Clause 8 to increase the Charges in certain specified circumstances, RLDatix shall also be entitled to increase the Charges for the Services following the expiry of the Minimum Term by serving not less than twenty days' written notice on the Customer. In the event that the Customer does not wish to pay the increased Charges then it shall within fourteen days of receipt of the relevant notice from RLDatix serve three months written notice to terminate the provision of the Services. During that notice period, the Charges for the Services shall not include the increase proposed by RLDatix which resulted in the Customer electing to terminate the provision of the Services.

8.2   The Customer shall keep records of the number of people who are, from time to time, Permitted Users during the Term, and the nature of their use of the Services, and shall disclose and certify those records on request by RLDatix. RLDatix shall have the right, at its sole discretion to revoke permission to use the Services in respect of any Permitted User.

8.3   If the Customer permits the use of the Services by more Permitted Users than any maximum number set out in the Quote, then, without prejudice to any other rights RLDatix may have, RLDatix may levy additional Charges according to RLDatix's then current standard charges per additional Permitted User.

8.4 The Customer shall not use the Services to process data to an extent or for purposes outside the size, scope, configuration or other circumstances of the Customer as reflected in the Quote ("**Extra Use**") unless RLDatix agrees to such Extra Use and the Customer pays an increased Annual Charge. If RLDatix reasonably suspects that the Customer is making Extra Use of the Services RLDatix shall notify the Customer of the additional amount payable by the Customer. If the Extra Use continues after 30 days after that notification from RLDatix then the increased charges shall be deemed to have been accepted by the Customer. If this occurs part way through a Year the Customer shall pay the additional amount within 30 days of the date of RLDatix's invoice therefor; and in any event the additional amount shall become part of the increased Annual Charge in respect of future Years.

8.5 RLDatix shall be entitled to increase the Charges for any data centre hosting or co-location Service annually on 1 April to reflect any increase in the costs to RLDatix generally of providing that Service since the preceding 1 April. Such cost increases may include increases in rent, rates, taxes, service charges and utility charges. Any increase applied by RLDatix pursuant to this Clause 8.5 shall take into account any increases in the Charges which have been made by RLDatix in the preceding twelve months in accordance with Clause 8.6.

8.6 In the event that in any Year the actual Charges payable by the Customer in respect of any hosting or co-location Service would be less than 50% of the value of the highest amount of Charges paid by the Customer in any preceding Year then the Charges payable by the Customer for that Year shall be 50% of such higher Charges instead of the lower actual Charges.

8.7 In the event of any Change in Law occurring, RLDatix shall be entitled to increase the Charges to reflect the increased cost to RLDatix of providing the Services as a result of that Change in Law by serving not less than twenty days' written notice of such increase on the Customer.

8.8 At the request of the Customer, RLDatix shall provide to the Customer such reasonable supporting evidence as may be necessary to support any increase to the Charges made by RLDatix pursuant to Clauses 8.4 to 8.7. Any such evidence provided by RLDatix shall constitute Confidential Information of RLDatix.

8.9 Additional Charges shall be invoiced by RLDatix monthly in arrears and shall be payable by the Customer (together with Sales Tax thereon) within thirty days of the date of an invoice thereof.

9 PREMISES

9.1 Access by the Customer and its representatives to any premises of RLDatix and/or the Contractor for the purpose of auditing the provision of the Services shall at all times be at RLDatix's discretion and subject to the Customer providing adequate notice and compliance by the Customer with the access and security policies of RLDatix and/or the Contractor for the time being in force. The Customer shall indemnify RLDatix and/or the Contractor against all Losses that RLDatix and/or the Contractor and/or any of RLDatix's and/or the Contractor's other customers may incur by reason of any act or omission of the Customer or any of its representatives whilst on any premises of RLDatix and/or the Contractor (including any failure by the Customer to comply with its obligations pursuant to the Agreement).

9.2 The Customer shall ensure that all of its employees, agents, sub-contractors and other persons authorised by it whom RLDatix and/or the Contractor may permit access to RLDatix's and/or the Contractor's premises for the purpose of auditing the provision of the Services are suitably qualified, skilled and experienced to carry out the audit for which they are entering the relevant premises to carry out. RLDatix and/or the Contractor shall be entitled to refuse any individual access to its premises without liability to RLDatix and/or the Contractor where RLDatix and/or the Contractor has reasonable grounds for suspecting that such individual does not have the appropriate skills, qualifications or expertise or who may pose a threat to safety or security.

9.3 Whilst on any premises of RLDatix and/or the Contractor, the Customer shall comply with all reasonable site procedures of RLDatix and/or the Contractor notified to it in advance in writing.

10 TRADE COMPLIANCE

10.1 In connection with the Agreement, each party will comply with all applicable import, re-import, sanctions, anti-boycott, export, and re-export control laws and regulations. For clarity, the Customer is solely responsible for compliance related to the manner in which the Customer chooses to use the Service Offerings, including the

Customer's transfer and processing of Customer Content and the provision of Customer Content to End Users. The Customer represents and warrants that the Customer and its financial institutions, or any party that owns or controls the Customer or its financial institutions, are not subject to sanctions or otherwise designated on any list of prohibited or restricted parties, including but not limited to the lists maintained by the United Nations Security Council, the U.S. Government, the European Union or its Member States, or other applicable government authority.

11   DATA PROTECTION

11.1   For the purposes of this Clause 11:

"Controller" means a natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data;

"Customer Personal Data" means the Personal Data of End Users and any other Personal Data Processed by RLDatix in connection with the supply of the Services;

"Data Protection Laws" means any applicable legislation in force from time to time relating to the protection of Personal Data of individuals;

"Data Subject" means an identified or Identifiable Natural Person;

"Identifiable Natural Person" means a natural person who can be identified directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;

"Personal Data" means any information relating to a Data Subject;

"Personal Data Breach" a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise Processed;

"Process" and "Processing" means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction erasure or destruction; and

"Processor" means a natural or legal person, public authority, agency or other body which Processes Personal Data on behalf of a Controller.

11.2   The Customer shall, and shall procure that Permitted Users shall, comply with all relevant obligations under Data Protection Laws.

11.3   To the extent that the General Data Protection Regulation (EU) 2016/679 applies to the Processing under the Agreement, RLDatix and the Customer agree that the Customer is a Controller and that RLDatix is a Processor for the purposes of Processing the Customer Personal Data pursuant to the Agreement.

11.4   In respect of any Customer Personal Data Processed by RLDatix, RLDatix shall:

11.4.1   implement appropriate technical and organisational measures to protect against accidental, unlawful or unauthorised destruction, loss, alteration or disclosure of, or access to, Customer Personal Data;

11.4.2   with the Customer's general written authorisation (which the Customer hereby provides) engage with any other Processor (which shall include other entities within the RLDatix group of companies acting as a Processor) to Process the Customer Personal Data ("Sub-Processor") subject to RLDatix notifying the Customer of any intended changes concerning the addition or replacement of Sub-Processor(s) and permitting the Customer to object to such changes in writing within 10 days from the date that it is notified by RLDatix. If no objection is received by RLDatix within such time period, the Customer shall be deemed to have given its approval to use such Sub-Processor. RLDatix shall use

its reasonable endeavours to ensure that any Sub-Processor agrees in writing to comply with obligations materially equivalent as those imposed on RLDatix in this Clause 11.4. If the Customer (acting reasonably) does not agree to the use of such Sub-Processors, RLDatix shall be entitled to terminate or amend the scope of the Services and the Agreement immediately by notice in writing;

11.4.3 only Process Customer Personal Data in accordance with the Customer's documented instructions from time to time except to the extent necessary to comply with applicable law. For the avoidance of doubt, the provisions of the Agreement are not instructions for the purposes of this Clause 11.4.3;

11.4.4 notwithstanding Clause 11.4.3, have no obligation to comply with any of the Customer's instructions which will or are likely (in RLDatix's reasonable opinion):

a)   to vary the provisions of the Agreement;

b)   to breach any Data Protection Laws;

and in each case RLDatix shall notify the Customer in writing of the same. The Customer shall not rely on such notice and shall in each case seek its own independent legal advice if it wishes to determine whether any instruction received by RLDatix and which RLDatix believes is infringing or is likely to be infringing. RLDatix shall not be liable for any Losses, fines and penalties that arise as a result of or in connection with the non-compliance by RLDatix of the Customer's instructions pursuant to this Clause 11.4.4;

11.4.5 ensure that all RLDatix employees, staff, workers, agents or consultants who have access to and/or Process Customer Personal Data are committed to keeping Customer Personal Data confidential;

11.4.6 notify the Customer without undue delay and in writing if RLDatix becomes aware of a Personal Data Breach of Customer Personal Data, together with particulars of the breach to the extent available to RLDatix;

11.4.7 provide such assistance (at the Customer's cost and to such extent permitted by Data Protection Laws) as the Customer may reasonably require in responding to any request from a Data Subject and in ensuring compliance with its obligations under Data Protection Laws. In no event shall RLDatix be obliged to respond directly to any such request or correspondence unless specifically required to do so by law; and

11.4.8 for the sole purpose of demonstrating RLDatix's compliance with this Clause 11.4, provide such information as the Customer reasonably requires, or, where the provision of information alone is not reasonably sufficient for that purpose, allow for and contribute to an audit of RLDatix by up to 2 of the Customer's representatives (in each case, at the Customer's cost, including any auditors' or administrative fees). The Customer shall give not less than 1 month's prior written notice prior to the date it wishes to conduct the audit and shall conduct any such audit no more than once per calendar year at such time and date that is convenient for RLDatix (except where required otherwise by a supervisory authority with competent jurisdiction). Any non-compliance discovered by such audit will be promptly notified by the Customer to RLDatix in writing. The Customer shall not disclose to any third party (other than, where applicable, the external auditor performing the audit) any information or reports obtained or produced in connection with any such audit and shall use such information and reports solely for the purposes of meeting its regulatory audit requirements and/or confirming RLDatix's compliance with the requirements of this Clause 11.4. The Customer shall ensure that it takes all reasonable steps and any steps requested by RLDatix to minimise any interruption to the business of RLDatix when exercising its rights under this Clause 11.4.8. If a third party conducts the audit, RLDatix may object to the auditor if the auditor is, in RLDatix's reasonable opinion, not suitably qualified or independent, a competitor of RLDatix, or otherwise manifestly unsuitable. Such objection by RLDatix will require the Customer to appoint another auditor or conduct the audit itself.

11.5   The Customer:

11.5.1 shall ensure that all instructions it issues to RLDatix comply with Data Protection Laws;

11.5.2 shall be and remain solely responsible for determining the conditions for the Processing of all Customer Personal Data under the Agreement; and

11.5.3 shall indemnify RLDatix against all Losses, fines and penalties arising out of or in connection with any breach by the Customer of any of the terms of this Clause 11.5 including all amounts paid or payable by RLDatix to a third party which would not have been paid or payable if the Customer's breach of this Clause 11.5 had not occurred.

11.6 To the extent permitted by law, RLDatix accepts no liability for any: (i) inaccurate or incomplete data (including Personal Data) provided to the Customer as part of the Services to the extent that such inaccuracy arises from inaccurate or incomplete data provided by the Customer, any Data Subjects or any of RLDatix's sources that are not Sub-Processors; or (ii) representations, guarantees or conditions that the Services and/or the Personal Data are fit for a particular purpose or will meet the Customer's requirements.

12 PROPRIETARY RIGHTS

12.1 The Customer consents to RLDatix's use of Customer Content to provide the Service Offerings to the Customer and any End Users.

12.2 The Customer represents and warrants to RLDatix that: (a) the Customer or the Customer's licensors own all right, title, and interest in and to Customer Content; (b) the Customer has all rights in Customer Content necessary to grant the rights contemplated by the Agreement; and (c) none of Customer Content or End Users' use of Customer Content or the Service Offerings will violate the Acceptable Use Policy.

12.3 RLDatix or RLDatix's licensors own all right, title, and interest in and to the Service Offerings, and all related technology and intellectual property rights. Subject to the terms of the Agreement, RLDatix grants the Customer a limited, revocable, non-exclusive, non-sublicensable, non-transferrable licence to do the following: (a) access and use the Services solely in accordance with the Agreement; and (b) copy and use the RLDatix Content solely in connection with the Customer's permitted use of the Services. Except as provided in this Clause 12.3, the Customer obtains no rights under the Agreement from RLDatix, RLDatix's affiliates or RLDatix's licensors to the Service Offerings, including any related Intellectual Property Rights. Some RLDatix Content and Third Party content may be provided to the Customer under a separate licence. In the event of a conflict between the Agreement and any separate licence, the separate licence will prevail with respect to the RLDatix Content or Third Party content that is the subject of such separate licence.

12.4 Neither the Customer nor any End User will use the Service Offerings in any manner or for any purpose other than as expressly permitted by the Agreement. Neither the Customer nor any End User will, or will attempt to (a) modify, distribute, alter, tamper with, repair, or otherwise create derivative works of any Content included in the Service Offerings (except to the extent Content included in the Service Offerings is provided to the Customer under a separate licence that expressly permits the creation of derivative works), (b) reverse engineer, disassemble, or decompile the Service Offerings or apply any other process or procedure to derive the source code of any software included in the Service Offerings (except to the extent Applicable Law doesn't allow this restriction), (c) access or use the Service Offerings in a way intended to avoid incurring fees or exceeding usage limits or quotas, or (d) resell or sublicense the Service Offerings. During and after the Term, the Customer will not assert, nor will the Customer authorise, assist, or encourage any Third Party to assert, any intellectual property infringement claim regarding any Service Offerings the Customer has used.

12.5 If the Customer provides any suggestions related to the Service ("**Suggestions**") to RLDatix or RLDatix's affiliates, RLDatix and RLDatix's affiliates will be entitled to use the Suggestions without restriction. The Customer hereby irrevocably assigns to RLDatix all right, title, and interest in and to the Suggestions and agrees to provide RLDatix any assistance RLDatix require to document, perfect, and maintain RLDatix's rights in the Suggestions.

13 INTELLECTUAL PROPERTY RIGHTS INDEMNITY

13.1 Subject to the limitations upon its liability in Clause 14 below RLDatix will indemnify and hold harmless the Customer against any damages (including reasonable costs) that may be awarded or agreed to be paid to any Third Party in respect of any claim or action that the operation or use of Software which is RLDatix's own proprietary software (that is, excluding any Third Party owned software) as part of the normal use of the

Services by the Customer infringes the IPRs of the said Third Party (an "**Intellectual Property Infringement**") provided that the Customer:

13.1.1 gives notice to RLDatix of any Intellectual Property Infringement forthwith upon becoming aware of the same;

13.1.2 gives RLDatix the sole conduct of the defence to any claim or action in respect of an Intellectual Property Infringement and does not at any time admit liability or otherwise attempt to settle or compromise the said claim or action except upon the express written instructions of RLDatix;

13.1.3 acts in accordance with the reasonable instructions of RLDatix and gives to RLDatix such assistance as it shall reasonably require in respect of the conduct of the said defence including, without prejudice to the generality of the foregoing, the filing of all pleadings and other court process and the provision of all relevant documents; and

13.1.4 mitigates its losses so far as possible.

13.2 RLDatix shall have no liability to the Customer in respect of an Intellectual Property Infringement if the same results from any act or omission of the Customer.

13.3 In the event of an Intellectual Property Infringement RLDatix shall be entitled at its own expense and option either to:

13.3.1 procure the right for the Customer to continue using the affected Software as part of the Services;

13.3.2 make such alterations modifications or adjustments to the Services that they become non-infringing without incurring a substantial diminution in performance or function; or

13.3.3 terminate the Agreement by immediate notice in writing, in which case RLDatix's sole liability to the Customer (subject to the provisions in the Regional Annex relating to liability) shall be the refund to the Customer of the Annual Charge applicable to the unexpired portion of the Year to which the Annual Charge then applies (calculated pro rata).

14 LIMITATION OF LIABILITY

14.1 The provisions in the applicable Regional Annex relating to liability shall apply.

15 TERM AND TERMINATION

15.1 Subject at all times to earlier termination in accordance with the provisions of these Service Terms, the Services and the Agreement shall continue until the expiration of the Minimum Term. Following the expiry of the Minimum Term the Agreement shall automatically renew for successive periods of twelve months unless either party serves on the other not less than three months' written notice of termination, such notice to expire at the end of the Minimum Term or an anniversary of the date on which the Minimum Term expires (the "**Notice Period**").

15.2 The Agreement shall continue unless or until terminated (without any liability on RLDatix to make any refund to the Customer unless otherwise expressly provided in these Service Terms) in one of the following ways which are the only ways in which the parties may terminate the Agreement:

15.2.1 by either party in accordance with Clause 15.1;

15.2.2 forthwith by either party if the other becomes the subject of any proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors or becomes unable to pay its debts as they become due or if any person is or could be appointed by creditors in respect of all or any part of the business or assets of the other or if a petition is presented or a meeting is convened for the purpose of considering a resolution or other steps are taken for the winding up of the other;

15.2.3 immediately by RLDatix if the Customer fails to pay any sum due hereunder within sixty days after the due date for payment or commits any other material breach of the Agreement (or, if RLDatix considers the breach is capable of remedy, if the Customer fails to remedy a material breach within fourteen days after being notified in writing to do so); or

15.2.4 pursuant to any other right of termination contained in these Service Terms.

15.3 The Customer shall be entitled to terminate the provision by RLDatix of the Services prior to the expiry of the Minimum Term or thereafter, without complying with the applicable Notice Period, in the event that RLDatix fails (for a reason which is not Force Majeure or suspension of Services pursuant to Clause 5) to make the Service in question available for a period in excess of twenty-four consecutive hours on three occasions in any period of three consecutive months. The Customer shall only be entitled to exercise its right to terminate pursuant to this Clause 15.3 by serving written notice of termination on RLDatix within twenty-eight days of the date of the third qualifying period of unavailability with termination of the Services then taking effect on the expiry of that twenty-eight days' period. In the event that no notice of termination is received by RLDatix by the expiry of that twenty-eight days' period, the Customer shall be deemed to have waived its right to terminate pursuant to this Clause 15.3 on that particular occasion.

15.4 In the event that the Customer exercises its right to terminate the provision of the Services pursuant to Clause 15.3, RLDatix shall, within twenty-eight days of the date of termination, refund to the Customer any advance Charges which may have been paid by the Customer in anticipation of the provision of that Service after the date of termination.

15.5 Without prejudice to its other rights or remedies, either party shall be entitled to immediately terminate the provision of the Services or any part of the Services (without having to also terminate the Agreement):

15.5.1 by serving written notice of termination on the other party (such notice to be served within fifty-five days of the breach giving rise to the right to terminate occurring) in the event that the other party commits a material breach of any of its obligations pursuant to the Agreement in connection with the provision of the Service in question, which, in the case of a material breach which is capable of remedy, is not remedied within twenty-five days following receipt of written notice from the party not in material breach requiring the party in breach to do so; or

15.5.2 in the event that any of the events referred to in Clause 15.2.2 occurs in relation to the other party.

15.6 RLDatix may change or discontinue any or all of the Service Offerings or change or remove functionality of any or all of the Service Offerings or terminate the Agreement immediately upon notice to the Customer:

15.6.1 if RLDatix has the right to suspend under Clause 5;

15.6.2 if RLDatix's relationship or contract with a Contractor or other Third Party partner who provides software, other technology, access, consent or services which are used or required by RLDatix in order to provide the Service Offerings expires, terminates or requires RLDatix to change the way RLDatix provides the Services or software or other technology as part of the Services; or

15.6.3 in order to comply with the law or requests of governmental entities.

15.7 Following termination of the Agreement in accordance with Clause 15.1 or termination of the Agreement by the Customer as provided in Clause 15.5, the parties shall co-operate in implementing the Exit Plan.

15.8 Upon termination of the Agreement:

15.8.1 all the Customer's rights under the Agreement immediately terminate;

15.8.2 the Customer remains responsible for all fees and Charges the Customer has incurred through to the termination date and is responsible for any fees and Charges the Customer incurs during the post-termination period described in Clause 15.9;

15.8.3 if termination is pursuant to Clause 15.6.2, the Customer shall be liable to pay the Charges for the affected Services up until the point in time that the Customer could otherwise first have terminated those Services, irrespective of the fact that those Services are no longer being provided;

15.8.4 the Customer will immediately return or, if instructed by RLDatix, destroy all RLDatix Content and Third Party Content in the Customer's possession; and

15.8.5 Clauses 1, 3.1, 4, 7, 10, 11 (except the licence granted to the Customer in Clause 12.3), 13, 14, 15.7, 17, 20.1, 20.2, 20.3, 24, 26, 27 and 28 and any other provision of the Agreement which expressly or by implication is to continue after termination will continue to apply in accordance with their terms.

15.9 Unless RLDatix terminates the Customer's use of the Service Offerings pursuant to Clause 15.5, during the fifteen days following the termination date:

15.9.1 RLDatix will not take action to remove from the RLDatix systems any of Customer Content as a result of the termination; and

15.9.2 RLDatix will allow the Customer to retrieve Customer Content from the Services only if the Customer has paid all amounts due under the Agreement.

15.10 Any termination of the Agreement pursuant to the terms hereof shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either party nor the coming into or continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

16   FORCE MAJEURE

16.1 No failure or delay by either party to perform its obligations in accordance with the Agreement (other than the obligation to pay the Charges for the Services) shall give rise to any claim by the other or be deemed a breach of any obligation under the Agreement if such failure or delay results directly from an event of Force Majeure.

16.2 In the event that RLDatix is prevented from providing any Service to the Customer by reason of an event of Force Majeure for a period of in excess of twenty eight consecutive Business Days, then the Customer shall:

16.2.1 not be liable to pay the Charge associated with the provision of the Service in question during the continuance of the event of that Force Majeure event; and

16.2.2 be entitled to immediately terminate the provision of the Service affected by the event of Force Majeure by serving written notice on RLDatix.

17   RETURN OF CUSTOMER DATA

17.1 Where the Services are terminated by the Customer under Clause 8.1 or either Party under Clause 15.1 the Customer will remove its data from the relevant data centre during the relevant notice period.

17.2 In the event that the provision of any Service is terminated by the Customer pursuant to Clauses 15.3 or 15.5 and the Customer wishes to retrieve any data stored by it following such termination then the Customer shall inform RLDatix of this in writing at the same time as the Customer gives notice of termination. Subject to the Customer having paid RLDatix all sums for the time being due and payable to RLDatix, RLDatix shall then allow the Customer to continue to use the Service free of charge for a period of up to fifteen days for the purpose only of carrying out such retrieval.

17.3 In the event that the provision of any Service is terminated other than by the Customer pursuant to Clauses 15.3 or 15.5 and the Customer wishes to retrieve any data stored by it the Customer shall by written notice to RLDatix on or before the date of termination elect for retrieval of the data carried out by RLDatix in which case the Customer must pay immediately all Charges which may be outstanding at the date of termination and the then current Charge for the provision of such retrieval. RLDatix shall have no obligation to permit the use of the Service beyond the termination date so that the Customer may retrieve its data.

18   ENCRYPTION KEYS

18.1   Where, in order to make use of the Services, the Customer is provided with any encryption keys or logon and password details ("**Access Codes**"), those Access Codes shall be held at the risk of the Customer and it shall be the sole responsibility of the Customer to ensure that those Access Codes are kept safe and secure, are not shared and are managed prudently. The Customer acknowledges that RLDatix shall not be able to undertake the restoration of any data where the Customer has lost any applicable Access Codes provided to it, that RLDatix is entitled to treat any action or instruction made via an Access Code as a valid action or instruction and that RLDatix shall have no liability to the Customer in such circumstances.

19   ENFORCEMENT OF THESE TERMS AND CONDITIONS BY THIRD PARTIES

19.1   No person who is not a party to the Agreement shall have any right to enforce the Agreement, except as expressly set out in these Service Terms.

20   CONFIDENTIALITY

20.1   Other than to its responsible employees, sub-contractors and professional advisers who need to have such Confidential Information disclosed to them and except insofar as a party may have a statutory duty to disclose any Confidential Information of the other party or is required by law or a regulatory body to do so, neither party shall divulge or communicate to any Third Party any Confidential Information of the other party but such restriction shall cease to apply to any Confidential Information of a party which may lawfully come into the public domain other than through the act or default of the other party.

20.2   Each party shall be entitled to use the Confidential Information of the other party only in connection with the performance of its obligations under the Agreement and not otherwise or for its benefit or the benefit of any Third Party.

20.3   Each of the parties undertakes to the other to take all such steps as shall from time to time be reasonable to ensure compliance with the provisions of this Clause 20 by its employees, agents and sub-contractors. The Customer shall remain principally liable for any breaches of the obligations in this Clause 20 by its employees, agents or sub-contractors.

20.4   RLDatix and the Contractor shall be entitled to record, retain, use and disclose the Customer's Confidential Information as required by the Monitoring Requirements from time to time. RLDatix and the Contractor shall be entitled to disclose the Customer's Confidential Information to any regulatory body to whom they are required to disclose.

21   ORDER OF PRECEDENCE

21.1   If there is a contradiction or inconsistency between any documents or provisions contained in the Agreement, it shall be resolved by giving precedence to those documents or provisions in the following order:

21.1.1   the applicable Annexes;

21.1.2   the Clauses in these Service Terms;

21.1.3   the Service Level Agreement;

21.1.4   the Privacy Policy;

21.1.5   the Acceptable Use Policy;

21.1.6   the terms of use of the RLDatix Website; and then

21.1.7   the Quote.

22   VARIATIONS

22.1   RLDatix shall be entitled to make such reasonable amendments to these Service Terms as may be necessary from time to time to ensure RLDatix's and the Agreement's continuing compliance with any applicable legislation, law, regulation, code of practice, agreement with the Contractor or any other Third Party, and/or licence condition. Any such changes shall take effect on notification to the Customer.

22.2   Without prejudice to Clause 22.1, RLDatix shall at any time be entitled to amend the terms set out in these Service Terms for any reason upon provision of no less than thirty days' written notice to the Customer.

22.3   Save in respect of Clauses 22.1 and 22.2 above, no variation of the Agreement shall be valid unless it is in writing and signed by or on behalf of each of the parties.

23   ASSIGNMENT AND SUB-CONTRACTING

23.1   The Customer shall not be entitled to assign or novate any of its rights or obligations under the Agreement without the prior written consent of RLDatix, such consent not to be unreasonably withheld or delayed. For the purposes of this Clause 23.1, RLDatix shall not be deemed to have acted unreasonably should it refuse to consent to any assignment or novation by the Customer to any Third Party who is not, in the reasonable opinion of RLDatix, of the same financial standing or creditworthiness as the Customer.

23.2   RLDatix shall be entitled to sub-contract the performance of any of its obligations under the Agreement provided that any such sub-contracting shall not reduce RLDatix's liability to the Customer under the Agreement. If, as a result of any act, omission or default by a sub-contractor, RLDatix is liable to compensate the Customer under the Agreement in respect of any claim, loss, damage, cost or liability, the Customer will on written request from RLDatix and at no cost to RLDatix assign to RLDatix any and all rights of action against the sub-contractor in respect of such claim, loss, damage, cost or liability which vests in the Customer.

24   STAFF

24.1   The Customer shall not, during the period of the Agreement and within one year after the date of its termination, knowingly employ or make any offer of employment or assist any other person to employ or make any offer of employment to any person who is at the time of the offer employed by RLDatix or has been employed by RLDatix during the twelve months leading up to the date of termination. This limitation shall not apply to an employee who applies for an advertised position with the Customer which is not brought to the employee's attention by or on behalf of the Customer. Any breach of this provision shall be a fundamental breach of the Agreement entitling RLDatix to terminate the Agreement forthwith and the Customer shall indemnify RLDatix against all Losses which RLDatix may suffer as a result of such breach.

25   ANTI BRIBERY AND MODERN SLAVERY

25.1   Each of RLDatix and the Customer shall comply with:

25.1.1   all Applicable Laws relating to anti-slavery and human trafficking laws; and

25.1.2   all Applicable Laws relating to anti-bribery and anti-corruption.

26   GENERAL

26.1   The Agreement and the documents referred to in it contains the entire agreement and understanding of the parties and supersede all prior arrangements and understandings (both oral and written) relating to the provision of the Services (including any proposals submitted to the Customer by RLDatix not expressly incorporated into the Agreement). The Agreement and the documents referred to in it shall supersede and take precedence over any purchase order or other document submitted by the Customer setting out or referring to any contractual conditions, all of which are hereby excluded.

26.2   Neither party has relied upon any warranty or representation except as expressly provided for or referred to in the Agreement. All warranties, conditions, terms and representations, express or implied (whether by law, statute or otherwise) if not expressly incorporated into the Agreement are excluded to the fullest extent permitted by law.

26.3   Nothing in the Agreement shall exclude or limit the liability of either party arising out of fraud, fraudulent misrepresentation or fraudulent concealment.

26.4   Nothing in the Agreement is intended to nor shall it create any partnership, joint venture, agency or other fiduciary relationship between the parties who are with respect to each other, independent contractors.

26.5   Any provision of the Agreement which is held to be invalid or unenforceable shall be deemed ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions of the Agreement. If the foregoing applies, the parties shall use all reasonable endeavours to agree upon any lawful and reasonable variations to the Agreement which may be necessary in order to achieve, to the greatest extent possible, the same effect as would have been achieved by the Clause, or the part- Clause, in question.

26.6   No failure, delay or neglect by a party to enforce any provision of the Agreement, and no delay or omission on the part of either party to exercise or avail itself of any right, power or privilege that it has or may have hereunder, shall be construed nor be deemed to operate as a waiver of that party's right in respect of such provision of any succeeding breach of the same or other provision nor shall it affect the validity of the Agreement or any provision in the Agreement nor prejudice that party's right to take any subsequent action.

26.7   The Customer consents, unless such consent is withdrawn by written notice to RLDatix, to RLDatix disclosing for marketing purposes that the Customer is a customer of RLDatix in respect of the Services and agrees that RLDatix may identify the Customer in its published list of clients.

26.8   RLDatix may use a mutually agreed upon general description of the nature of the Services provided to the Customer by RLDatix in RLDatix's promotional materials, website, presentations and proposals to other current and prospective clients.

26.9   RLDatix may use the name of the Customer in its promotional materials and website. The Customer agrees to allow RLDatix to issue a press release at RLDatix's discretion regarding the RLDatix-Customer relationship following execution of the Agreement.

26.10   The Agreement shall be binding upon and enure for the benefit of the successors in title of the parties hereto.

27   RLDATIX IDENTITY, ADDRESS, GOVERNING LAW AND JURISDICTION

27.1   The:

   27.1.1 RLDatix company entering into the Agreement,

   27.1.2 address to which the Customer should deliver notices under the Agreement,

   27.1.3 law which will govern and which will be used to construe the Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims),

   27.1.4 courts or other forum which will have jurisdiction to settle any dispute or claim arising out of or in connection with the Agreement or its subject matter or formation (including non-contractual disputes or claims), and

   27.1.5 Regional Annex which shall form part of the Agreement,

   shall all be determined (by reference to the table in Clause 27.2) according to the place of business of the Customer as specified in the Quote.

27.2

Customer Place of Business	RLDatix Company	RLDatix Address for Notices	Governing Law	Forum for Disputes	Regional Annex
United Kingdom, European Union,	Datix Limited (trading as RLDatix) (registered in England and Wales with company number 02046379)	Swan Court, 11 Worple Road, Wimbledon, London, SW19 4JS	Laws of England and Wales	Courts of England and Wales	United Kingdom
Australia, New Zealand			Laws of New South Wales, Australia	Courts of New South Wales, and Courts competent to hear appeals from them	Australia
USA, Canada					USA
Saudi Arabia and any country not specifically listed in this table	Datix Limited (trading as RLDatix) (registered in England and Wales with company number 02046379)	Swan Court, 11 Worple Road, Wimbledon, London, SW19 4JS	Laws of England and Wales	Arbitration by the International Chamber of Commerce in London in accordance with Clause 27.3.	United Kingdom

27.3   In cases where this Clause applies (as identified in the table at Clause 27.2), any dispute or claim arising out of or in connection with the Agreement or its subject matter or formation (including non-contractual disputes or claims) shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with those Rules. The seat of arbitration will be London and the language of the arbitration will be English.

28   NOTICES

28.1   Any notice or similar communication under the Agreement shall be in writing, in English, and shall be delivered personally, sent by pre-paid registered post or recorded delivery (or pre-paid registered air mail if sent between countries) to the recipient party at its authorised address.

28.2   The authorised address of RLDatix shall be the address identified as the RLDatix address for notices in accordance with the table at Clause 27.2 and the authorised address of the Customer shall be the address of the Customer specified in the Quote. Either party may notify the other party in writing from time to time of a change in its authorised address.

28.3   Notices and similar communications shall be deemed to have been received:

28.3.1   if delivered personally, at the time of delivery to the authorised address;

28.3.2   if sent by pre-paid registered post or recorded delivery, 48 hours after posting; and

28.3.3   if sent by pre-paid registered air mail, at 9.00am on the fifth Business Day after posting.

28.4   Whilst the parties may make operational communications concerning the Agreement via electronic mail, formal notice may not be validly served under the Agreement by electronic mail.

28.5   For the purposes of Clause 28.3:

    28.5.1   references to time are to local time in the place of deemed receipt; and

    28.5.2   if deemed receipt would occur in the country of deemed receipt on a public holiday in that country or a day on which banks are not open for business in that country (**"local non-working day"**), receipt is deemed to take place at 9.00am on the next day which is not a local non-working day.

28.6   This clause does not apply to the service of any proceedings or other documents in any legal action or any arbitration or other method of dispute resolution.