

GLOBAL MASTER SERVICES AGREEMENT

This Global Master Services Agreement ("GMSA") and any associated Order Form (together, the "Agreement") govern the provision of the Services by a Once For All Group company ("OFA" or "Company") and the use of the Services by the Customer. The terms of the Agreement shall apply to the exclusion of any Customer terms and conditions.



Any reference to a "day" or "days" refers to calendar days.

Any reference to "business days" refers to any day which is not a weekend or public or bank holiday in any part of the United Kingdom.

Unless the context otherwise requires, each reference in this Agreement to "writing," and any cognate expression, includes a reference to any communication effected by electronic transmission or similar means. A statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time. A "Schedule" is a schedule to this Agreement and a "Clause" is a reference to a Clause of this Agreement. "we", "us" or "our" is a reference to OTG and "you" or "you're" a reference to the Customer.

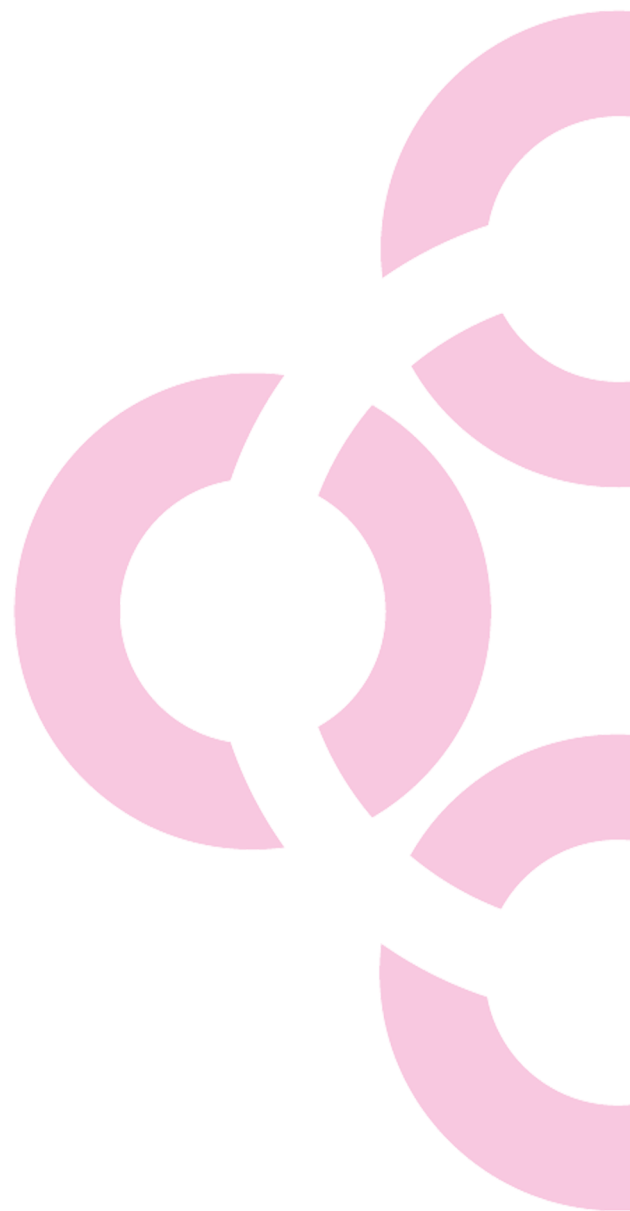
The headings used in this Agreement are for convenience only and shall have no effect upon the interpretation of this Agreement. Words imparting the singular number shall include the plural.

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement each of the following words and expressions shall have the following meanings: -

API:	The application programming interface service offered by the Company as a Bolt-On, allowing the Customer to digitally extract information from the Platform in relation to the suppliers in their current or prospective supply chain as detailed in the Services Description.
Application Support Services:	Software and API Support provided to end users through user guides and videos, as well as the service support desk which is available via phone, email and live chat during Normal Business Hours as described in the Service Level Agreement;
Analytical Services:	The services as may be agreed between the Customer and the Company from time to time, to assess and evaluate the Customer's supply chain, as more particularly described in the associated order form;
Authorised Users:	Those employees, agents, and independent contractors of the business units in the Customer Group who are authorised by the Customer to use the Services;
Bolt-On:	Additional Services made available by the Company, which are supplemental to the Service Plans, as described in the associated order form;
Business Day:	A day other than a Saturday, Sunday, or public holiday in England when banks in London are open for business;
Confidential Information:	Information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 8.5;
Controller:	Has the meaning set out in Data Protection Legislation;
Customer:	The organisation identified as such in the Order Form;
Customer Data:	the data inputted by the Customer for the purpose of using the Services or facilitating the Customer's use of the Services;
Customer Group:	Other companies within the Customer's Group (if any) whom the Customer agrees shall have the benefit of the Services under this Agreement, as identified in the Order Form;
Customer Services:	The Application Support Services, Implementation Services, Verification Services and Analytical Services as detailed in the Order Form;
Data:	Collated data provided by Suppliers, verified and/or maintained by the Company;
Data Protection Legislation:	The UK Data Protection Act 2018 which implements the General Data Protection Regulations (EU) 2016/679 and all other legislation and regulatory requirements in force in the United Kingdom from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications);
Data Subject:	Has the meaning set out in the Data Protection Legislation and includes, without limitation, current, former, and prospective suppliers, and current and former employees of either party;
Effective Date:	The date given in the Order Form;
Group:	In relation to a company, that company, any subsidiary or holding company of that company, and any subsidiary of that company;

Cybersecurity Requirements	Any laws, regulations, codes, guidance (from regulatory and advisory bodies, whether mandatory or not), international and national standards and sanctions, which are applicable to either the Customer or an Authorised User relating to security of network and information systems and security breach and incident reporting requirements, which may include the cybersecurity Directive ((EU) 2016/1148), Commission Implementing Regulation ((EU) 2018/151), the Network and Information systems Regulations 2018 (SI 506/2018), all as amended or updated from time to time;
Implementation Services:	The set-up, configuration, training, contacting and liaison with the Customer's suppliers, including building a supply chain as described in the Services Description;
Initial Term:	The Initial Term specified on the Order Form;
Key Commercial Terms:	The commercial terms agreed between the parties as set out in the Order Form
Normal Business Hours:	0900 to 1700 local UK time, each Business Day;
Permitted Purpose:	The purpose of the Processing as described in this agreement.
Personal Data:	Has the meaning set out in the Data Protection Legislation which may include, but is not limited to, basic identification information for example, address, title, telephone number, email address, occupation, and employer;
Personal Data Breach:	Has the meaning set out in Article 4(12) of the GDPR;
Platform:	The Company's Software as a Service platform;
Price:	The price payable by the Customer to the Company for the Services as set out in the Key Commercial Terms;
Privacy Policy:	The privacy policy associated with the Services being provided under the Order Form, as may be amended from time to time;
Processor or Processing:	Has the meaning set out in the Data Protection Legislation;
Renewal Period:	The period described in clause 11.1;
Services:	The Services provided as specified in the Order Form;
Service Plan(s):	The Service Plans purchased by the Customer which entitle Authorised Users in the Customer Group to access and use the Services in accordance with this Agreement and as detailed in the Key Commercial Terms;
Service Level Agreement:	The service levels to which the Services are to be provided and as detailed in this agreement;
Software:	The Company's Platform software application provided as part of the Services for the management of the Company's supply chain management, and which may be updated by the Company from time to time;
Suppliers:	The organisations that have successfully registered with the Company with the intention that information about them is held by the Company and accessed by Customers via the Software so that the Customer can access their services;
Support Services:	The services used to ensure the Software is available for the Customer's use and include hosting, monitoring, fault identification, rectification and Customer support during Normal Business Hours as described in the Service Level Agreement.
Term:	The Initial Term together with any subsequent Renewal Periods;
Verification Services:	The Company's checking and validation of data submissions by the Suppliers (save for those Suppliers with a free trial or Associate level membership) to ensure conformance to a relevant standard requirement as described in the Services Description;
Virus:	Anything or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.



1.2 In this Agreement, except where the context otherwise requires:

- 1.2.1 Clause, schedule, and paragraph headings shall not affect the interpretation of this Agreement.
- 1.2.2 A person includes an individual, corporate, or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns;
- 1.2.3 A reference to a company shall include any company, corporation, or other body corporate, wherever and however incorporated or established.
- 1.2.4 Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular;
- 1.2.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.2.6 A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this Agreement.
- 1.2.7 A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this Agreement under that statute or statutory provision.
- 1.2.8 A reference to writing or written includes faxes but not e-mail.
- 1.2.9 References to clauses and schedules are to the clauses and schedules of this Agreement; references to paragraphs are to paragraphs of the relevant schedule to this Agreement.

2. SERVICES

The Services described in this clause 2 are provided by the Company to the Customer are subject to the terms of this Agreement and the associated Order Form.

2.1 SOFTWARE

- 2.1.1 Subject to the Customer purchasing the Service Plan(s) the terms of this Agreement and in particular the Terms of Use, the Company hereby grants to the Customer a non-exclusive, non-transferable licence, without the right to grant sublicences, to permit the Authorised Users to use the Software during the Term solely for the purposes of the Customer's supply chain management and internal business operations.
- 2.1.2 For the avoidance of doubt, the rights provided under this clause 2.1 are granted to the Customer only, and shall not be considered granted to any subsidiary or holding company of the Customer save where they are identified as being in the Customer Group in the Key Commercial Terms.
- 2.1.3 The Company reserves the right to undertake a desk-top audit at any time to ensure that only the Authorised Users have access of the Software under this Agreement. Such audit shall be conducted remotely, at the Company's' expense, and with reasonable prior notice, in such a manner as not to substantially interfere with the Customer's normal conduct of business. Where any audit reveals that non-Authorised Users have access to the Software then the Customer shall promptly disable passwords enabling their access. The Company shall not issue any new passwords to those users until the Customer has paid to the Company an amount equal to such underpayment, as calculated by the Company in accordance with the prices set out in the Order Form, within 10 Business Days of the date of the relevant audit.

2.2 CUSTOMER SERVICES

Subject to the grant of the Software Licence, the Company shall provide the Customer with the Services identified in the Key Commercial Terms which may include one or more of the Application Support Services, the Implementation Services, the Verification Services, and the Analytical Services.

2.3 DATA ACCESS

Subject to the grant of the Software Licence and the Customer's compliance their obligations under this agreement and the Key Commercial Terms, the Company shall provide the Customer with Data Access.

3. CUSTOMER'S OBLGATIONS

3.1 The Customer agrees that they shall:

3.1.1 provide the Company with all necessary co-operation in relation to this Agreement and all necessary access to such information as may be required by the Company to provide the Services, including but not limited to Customer Data, security access information and configuration services;

3.1.2 without affecting its other obligations under this Agreement, comply with all applicable laws and regulations with respect to its activities under this Agreement;

3.1.3 carry out all other Customer responsibilities set out in this Agreement in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, the Company may adjust any agreed timetable or delivery schedule as reasonably necessary; and

3.1.4 ensure that the Authorised Users use the Services in accordance with the terms of this Agreement and shall be responsible for any Authorised User's breach of this Agreement.

4. COMPANY'S OBLIGATIONS

4.1 The Company undertakes that the Services will be performed substantially with reasonable skill and care and in accordance with the Services Description and the Service Level Agreement.

4.2 The undertaking at clause 4.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to the Company's' instructions, or modification or alteration of the Services by any party other than the Company or its duly authorised contractors or agents. If the Services do not conform with the foregoing undertaking, the Company will, at its expense, use reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 4.1.

4.3 The Company:

4.3.1 does not warrant that the Customer's use of the Services will be uninterrupted or error-free or that the Services will comply with any Heightened Cybersecurity Requirements; and

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

4.4 The Company warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this Agreement.

5. DATA PROTECTION

- 5.1 The parties agree to perform their obligations under this Agreement in accordance with Data Protection Legislation.
- 5.2 The Company shall have a legal grounds and basis to share the Data with the Customer and shall ensure that the sharing of the relevant Data Subject's Personal Data under this Agreement complies with Data Protection Legislation.
- 5.3 The parties acknowledge and agree that in respect of any Personal Data which are to be Processed for the provision of the Services and such related activity required to facilitate the provision of the Services in accordance with the terms and conditions of this Agreement. The Company, while acting as an independent Data Controller or a Data Processor and shall comply with its obligations under Data Protection Legislation in relation to any such Processing of Personal Data.
- 5.4 The Parties each acknowledge and agree that they may need to Process Personal Data relating to each Party's representatives in order to (as appropriate): (a) administer and comply with the terms of this Agreement; (b) manage the Agreement and resolve any disputes relating to it; (c) respond and/or raise general queries relating to the Agreement; and (d) comply with their respective contractual, legal and regulatory obligations.
- 5.5 Each Party shall also Process such Personal Data relating to each Party's representatives for the purposes set out in Clause 5.2 in accordance with their respective privacy policies. The Customer acknowledges the Company has a data Privacy Policy and agrees to bring it to the attention of all Customer Data Subjects.
- 5.6 The parties acknowledge that they may be required to share Personal Data relating to each Party's representatives with their affiliates, group companies and other relevant parties, within or outside of the country of origin, in order to carry out the activities listed in Clause 2 and in doing so each Party will ensure that the sharing and use of this Personal Data complies with applicable Data Protection Legislation.
- 5.7 The Customer will ensure that it has a proper legal basis and grounds and has provided to any Data Subject all notices as may be required under Data Protection Legislation to enable lawful transfer of any Personal Data to the Company for the duration and purposes of this agreement so that the Company may lawfully use, Process and transfer the Personal Data in accordance with this Agreement on the Customer's behalf.
- 5.8 The Customer grants the Company a non-exclusive and non-transferable right to use any data it provides to the Company for the purpose of providing the Services, facilitating the Customer's use of the Services or for the development and/or improvement the Services.
- 5.9 Each party shall ensure that at the Effective Date and throughout the term of this Agreement it has in place appropriate technical and organisational measures, reviewable by the other party, to protect against unauthorised or unlawful Processing of Personal Data and against accidental loss or destruction of, or damage to, personal data, sufficient to comply at least with the obligations imposed on a Controller by the Data Protection Legislation and shall take reasonable steps to ensure that any of its Personnel who have access to the Personal Data and have entered into obligations of confidentiality and have had appropriate training to handle and Process Personal Data and shall act in accordance with Data Protection Legislation and the terms of this Agreement. The level, content and regularity of such training shall be proportionate to role, responsibility, and frequency of Processing Personal Data. The Company shall not be responsible for any loss, destruction, alteration, or disclosure of Data caused by any third party (except those third parties sub-contracted by the Company to perform services for which it shall remain fully liable under this Agreement).
- 5.10 The parties agree that they shall:
 - 5.10.1 assist the other in responding to any request from a Data Subject within the time limits set out in Data Protection Legislation and ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators and shall notify the other without undue delay but in any event within 48 hours on becoming aware of a Personal Data Breach. In respect of a Personal Data Breach each party shall provide assistance to the other party to facilitate the management and handling of such an event;
 - 5.10.2 on the written direction of the other, delete or return Customer Personal Data and copies

thereof to other on termination of the Agreement subject to the Company's data retention policy and/or unless required by Data Protection Legislation to store the Personal Data (and for these purposes the term "delete" shall mean to put such data beyond use); and

5.10.3 maintain complete and accurate records and information to demonstrate its compliance with Data Protection Legislation.

5.11 If there are any amendments or modifications to Data Protection Legislation including any requirement to amend, update, modify or replace any systems the Company uses to Process the Personal Data, then the parties shall take such steps as are necessary to ensure compliance with Data Protection Legislation and any reasonable increased effort or costs incurred by the Company, mitigated where possible, in association with the aforementioned shall be additionally chargeable to the Customer.

6. PRICE AND PAYMENT

6.1 The Customer shall pay the Price to the Company for the Service Plan(s) listed in the Key Commercial Terms.

6.2 The Customer shall provide to the Company any relevant valid, up-to-date, and complete contact and billing details and the Company shall invoice the Customer:

6.2.1 on the Effective Date for the Price payable in respect of the Initial Term; and

6.2.2 subject to clause 11.1, at least 30 days prior to each anniversary of the Effective Date for the Price payable in respect of the next Renewal Period.

and the Customer shall pay each undisputed invoice within 30 days after the date of such invoice.

6.3 If the Company has not received payment within 30 days after the due date, without prejudice to any of the Company's' other rights and remedies:

6.3.1 The Company may, without liability to the Customer, suspend the account and access to all or part of the Services and the Company shall be under no obligation to provide any or all of the Services while the undisputed invoice(s) remain unpaid;

6.3.2 Interest shall accrue daily on such due amounts at an annual rate equal to 3% over the then current base lending rate of Barclays Bank plc in the UK from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment;

6.3.3 All amounts and prices stated or referred to in this Agreement shall be payable in pounds sterling, are subject to clause 10.3.2 and are non-cancellable and non-refundable; and

6.3.4 Are exclusive of value added tax or withholding tax.

6.4 Save where the parties otherwise agree in the Key Commercial Terms, the Company shall be entitled to increase the Price at the start of each Renewal Period upon 30 days' prior written notice to the Customer. For the purposes of this clause 6.4, the parties agree that email shall suffice as written notice.

7. INTELLECTUAL PROPERTY RIGHTS

7.1 The Customer acknowledges and agrees that the Company and/or its licensors own all intellectual property rights in the Services. Except as expressly stated herein, this Agreement does not grant the Customer any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Services.

7.2 The Company confirms that it has all the rights in relation to the Services that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this Agreement.

8. CONFIDENTIALITY

- 8.1 Each party may be given access to Confidential Information from the other party to perform its obligations under this Agreement. A party's Confidential Information shall not be deemed to include information that:
- 8.1.1 is or becomes publicly known other than through any act or omission of the receiving party;
 - 8.1.2 was in the other party's lawful possession before the disclosure;
 - 8.1.3 is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or
 - 8.1.4 is independently developed by the receiving party, which independent development can be shown by written evidence.
- 8.2 Subject to clause 8.4, each party shall hold the other's Confidential Information in confidence and not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this Agreement.
- 8.3 Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement.
- 8.4 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 8.4, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.
- 8.5 The Customer acknowledges that details of the Services, and the results of any performance tests of the Services, constitute the Company's Confidential Information.
- 8.6 The Company acknowledges that the Customer Data is the Confidential Information of the Customer.
- 8.7 No party shall make, or permit any person to make, any public announcement concerning this Agreement without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.
- 8.8 The above provisions of this clause 8 shall survive termination of this Agreement, however arising.

9. INDEMNITY

- 9.1 The Customer shall defend, indemnify, and hold harmless the Company against claims, actions, proceedings, losses, damages, expenses, and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with an Authorised User's breach of clause 5 (Data Protection), clause 7 (Intellectual Property Rights) and/or Schedule 3 (Terms of Use), provided that:
- 9.1.1 the Customer is given prompt notice of any such claim;
 - 9.1.2 The Company provides reasonable co-operation to the Customer in the defence and settlement of such claim, at the Customer's expense; and
 - 9.1.3 the Customer is given sole authority to defend or settle the claim.
- 9.2 The Company shall defend the Customer, its officers, directors, and employees against any claim that the Customer's use of the Services in accordance with this Agreement infringes any United Kingdom patent effective as of the Effective Date, copyright, trademark, database right or right of confidentiality, and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims, provided that:

- 9.2.1 The Company is given prompt notice of any such claim;
 - 9.2.2 the Customer provides reasonable co-operation to the Company in the defence and settlement of such claim, at the Company's' expense; and
 - 9.2.3 The Company is given sole authority to defend or settle the claim.
- 9.3 In the defence or settlement of any claim, the Company may procure the right for the Customer to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate this Agreement on 2 Business Days' notice to the Customer without any additional liability or obligation to pay liquidated damages or other additional costs to the Customer.
- 9.4 In no event shall the Company, its employees, agents, and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on:
- 9.4.1 a modification of the Services by anyone other than the Company; or
 - 9.4.2 the Customer's use of the Services in a manner contrary to the instructions given to the Customer by the Company; or
 - 9.4.3 the Customer's use of the Services after notice of the alleged or actual infringement from the Company or any appropriate authority.
- 9.5 The foregoing and clause 10.3.2 states the Customer's sole and exclusive rights and remedies, and the Company's' (including the Company's employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.

10. LIMITATION OF LIABILITY

- 10.1 Except as expressly and specifically provided in this Agreement:
- 10.1.1 the Customer assumes sole responsibility for results obtained from the use of the Services by the Customer, and for conclusions drawn from such use, including from any financial risk capability scorings and acknowledges that these results are not intended to be used as the sole basis for any business decision or to relieve the Customer of any obligations it must comply with applicable Legislation;
 - 10.1.2 The Services are provided to the Customer on an "as is" basis and the Company shall have no liability for (i) any damage caused by errors or omissions in the Data, which is provided by third parties, the accuracy and/or completeness of which it would not be possible and/or economically viable for the Company to guarantee or (ii) in any information, instructions or scripts provided to the Company by the Customer in connection with the Services, or any actions taken by the Company at the Customer's direction; and
 - 10.1.3 all warranties, representations, conditions, and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Agreement.
- 10.2 Nothing in this Agreement excludes the liability of the Company: (a) for death or personal injury caused by the Company's negligence; or (b) for fraud or fraudulent misrepresentation.
- 10.3 Subject to clauses 10.1 and 10.2:
- 10.3.1 neither party shall be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or pure economic loss, or for any special, indirect, or consequential loss, costs, damages, charges, or expenses however arising under this Agreement; and

10.3.2 The Company's total aggregate liability in contract, including under any indemnities, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited to the total Price paid for the Service Plans during the 12 months immediately preceding the date on which the claim arose.

11. TERM AND TERMINATION

11.1 This Agreement shall, unless otherwise terminated as provided in this clause 11, commence on the Effective Date and shall continue for the Initial Term and, thereafter, this Agreement shall be automatically renewed for successive periods of 12 months (each a Renewal Period) and the Initial Term together with any subsequent Renewal Periods shall constitute the Term.

11.2 Without affecting any other right or remedy available to it and save in respect of clause 11.2.1 where 90 days' written notice is required, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:

11.2.1 they serve at least 90 days' written notice on the other before the end of the Initial Term or any Renewal Period, in which case this Agreement shall terminate upon the expiry of the applicable Initial Term or Renewal Period;

11.2.2 the Customer fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment;

11.2.3 the other party commits a material breach of any other term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;

11.2.4 the other party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;

11.2.5 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the Insolvency Act 1986;

11.2.6 the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

11.2.7 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

11.2.8 an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party;

11.2.9 any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clauses 11.2.5 to 11.2.8 (inclusive); or

11.2.10 the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

11.3 On termination of this Agreement for any reason:

11.3.1 all licences granted under this Agreement shall immediately terminate and the Customer shall immediately cease all use of the Services;

11.3.2 each party shall return and make no further use of any equipment, property, Services, and other items (and all copies of them) belonging to the other party;

11.3.3 any rights, remedies, obligations, or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination shall not be affected or prejudiced.

12. **FORCE MAJEURE**

Neither party shall have liability to the other under this Agreement, including (without limitation) under the Service Level Agreement, if it is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of the Company or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that the other is notified of such an event and its expected duration.

13. **PUBLICATIONS**

The Company may reference the Customer's name in publications on its website and/or in any other Company marketing materials.

14. **VARIATION**

Save where this Agreement states otherwise, no variation of this Agreement shall be effective unless it is in writing and signed by the parties.

15. **WAIVER**

No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

16. **RIGHTS AND REMEDIES**

Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

17. **SEVERANCE**

17.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal, or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.

17.2 If any provision or part-provision of this Agreement is deemed deleted under [Clause 18.1](#) the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

18. **ENTIRE AGREEMENT**

18.1 This Agreement constitutes the entire Agreement between the parties and supersedes and extinguishes all previous Agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to its subject matter.

18.2 Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance, or warranty (whether made innocently or negligently) that is not set out in this Agreement.

18.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

18.4 Nothing in this clause shall limit or exclude any liability for fraud.

19. ASSIGNMENT

19.1 The Customer shall not, without the prior written consent of the Company, assign, transfer, charge, sub-contract, or deal in any other manner with all or any of its rights or obligations under this Agreement.

19.2 The Company may at any time assign, transfer, charge, sub-contract, or deal in any other manner with all or any of its rights or obligations under this Agreement.

20. NO PARTNERSHIP OR AGENCY

20.1 This Agreement shall not prevent the Company from entering into similar Agreements with third parties, or from independently developing, using, selling, or licensing documentation, products and/or services which are similar to those provided under this Agreement.

20.2 Nothing in this Agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

21. THIRD PARTY RIGHTS

This Agreement does not confer any rights on any person or party (other than the parties to this Agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

22. NOTICES

22.1 Any notice required to be given under this Agreement shall be in writing and shall be delivered by hand or sent by recorded delivery post to the other party at its address set out in this Agreement, or such other address as may have been notified by that party for such purposes.

22.2 A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9 am on the first business day following delivery). A correctly addressed notice sent by recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post.

23. COUNTERPARTS

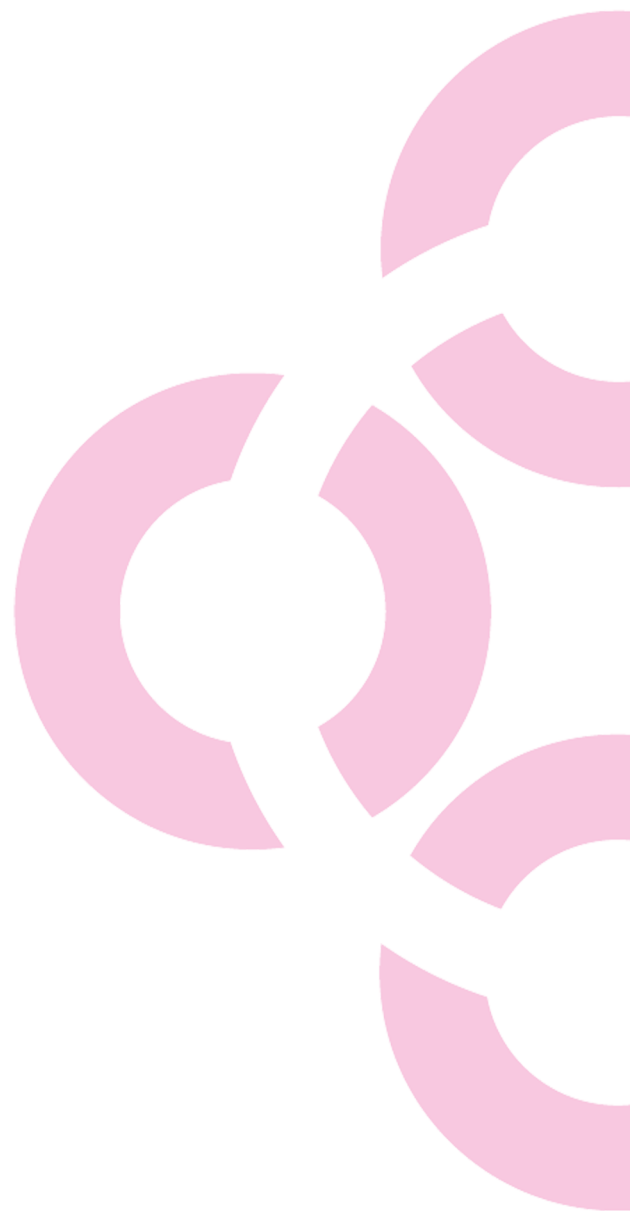
This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute the one Agreement.

24. GOVERNING LAW

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

25. JURISDICTION

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



APPENDIX 1 SOFTWARE AND API

1. SOFTWARE LICENCE

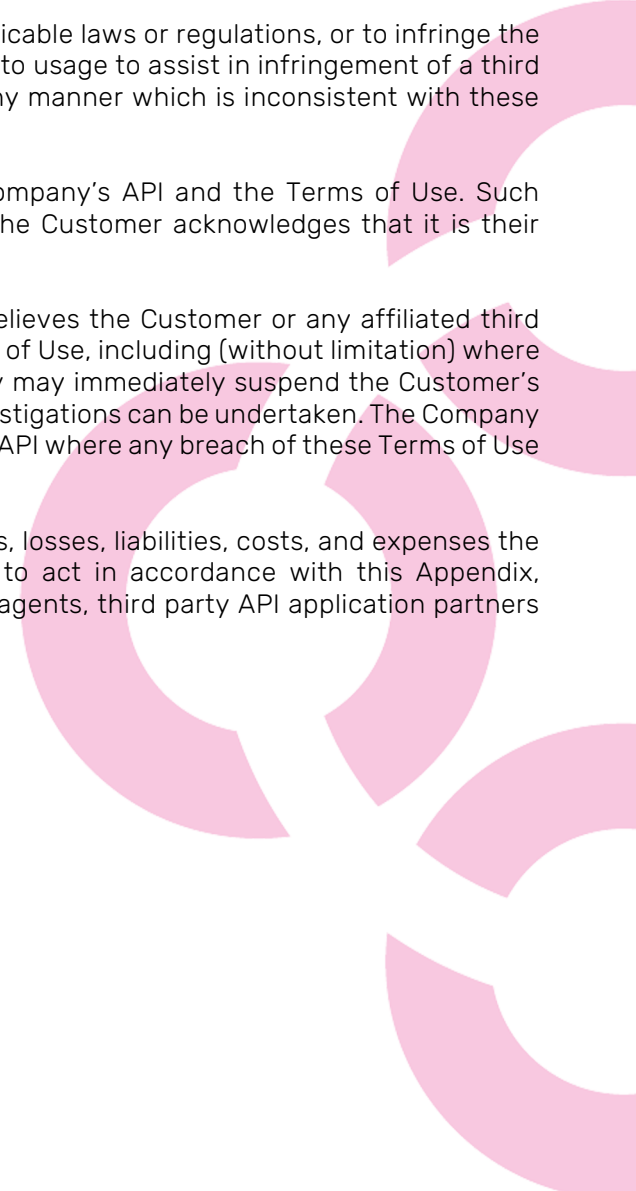
In its use of the Software pursuant to clause 2.1 of the Global Master Services Agreement, the Customer agrees that it shall not and shall procure that its Authorised Users do not:

- 1.1 except as may be allowed by any applicable law and to the extent expressly permitted under this agreement: (i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software (as applicable) in any form or media or by any means; or (ii) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or
- 1.2 access all or any part of the Software to build a product or service which competes with the Services; or
- 1.3 use the Software to provide services to third parties; or
- 1.4 license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Software available to any third party except the Authorised Users;
- 1.5 attempt to obtain, or assist third parties in obtaining, access to the Software, other than as provided under this Agreement; or
- 1.6 introduce or permit the introduction of any Virus into the Company's network and information systems.

2. API SERVICE

- 2.1 In addition, and supplemental to, the Company Customer Terms, where the Key Commercial Terms include a Service Plan with API services, the Customer agrees that the following terms of licence (the "API Licence") shall apply and where applicable, the Customer shall procure written confirmation from its nominated third-party application partner that they shall also adhere to the terms of this API Licence. The Company reserves the right to request a copy of such written confirmation at any time.
- 2.2 The Customer acknowledges and agrees that the API Licence is granted to the Customer for the Permitted Purpose only and that the Customer has a lawful basis to retrieve and Process the data from Suppliers who are either currently providing services to the Customer or where the Customer is considering engaging the Suppliers for specific projects.
- 2.3 The Company reserves the right to inform Suppliers that the Customer has retrieved and exported their Data.
- 2.4 The Customer warrants that:
 - 2.4.1 it has a lawful basis to retrieve and Process its Supplier's data via the API;
 - 2.4.2 its systems connecting with the Company's API to retrieve Data will have appropriate security controls around both the technology and credential management in line with Article 5(1)f of the GDPR; and
 - 2.4.3 it will act in accordance with Data Protection Legislation in its use of the Company's API at all times.
- 2.5 The Customer agrees that they shall not extract Data in respect of:
 - 2.5.1 more than 2,500 individual Suppliers via the API in a 24-hour period; and
 - 2.5.2 a single Supplier more than four times in a 24-hour period,

save where they have the express written agreement of the Company to exceed that usage.

- 2.6 The Customer shall not:
- 2.6.1 sell, rent, lease, sub-license, re-distribute or syndicate access to the API or part thereof to any third parties;
 - 2.6.2 sell, modify, or copy the Data or create derivative works based on the Data;
 - 2.6.3 offer any services for sales based on or utilising the Data retrieved and Processed from the API;
 - 2.6.4 provide access to the Data to any third parties without the Company's written consent;
 - 2.6.5 use the Company's API in any manner that changes any aspect of or disrupts or interferes with or degrades the Company's performance of the Services, interrupts, or circumvents our security measures, operational, administrative, or technical procedures, hacks into or tests the vulnerability of our Services, including the Company's API, our systems and/or networks;
 - 2.6.6 introduce or permit the introduction of, any Virus into the Company's network and information systems or access the API from an insecure system or service or where the credentials are believed to have been compromised.
- 2.7 The Company's API may not be used in breach of any applicable laws or regulations, or to infringe the rights of any persons or entities, including but not limited to usage to assist in infringement of a third party's intellectual property rights, privacy rights, or in any manner which is inconsistent with these API Terms of Use or this Agreement.
- 2.8 The Company may at any time make changes to the Company's API and the Terms of Use. Such changes will be notified to Customers on the Website. The Customer acknowledges that it is their responsibility to regularly check the Website for updates.
- 2.9 The Customer acknowledges that where the Company believes the Customer or any affiliated third party is acting in breach of this Agreement or these Terms of Use, including (without limitation) where the usage limits in clause 2.5 are exceeded, the Company may immediately suspend the Customer's access to the API without liability so that all necessary investigations can be undertaken. The Company reserves the right to remove the Customer's access to the API where any breach of these Terms of Use is proven.
- 2.10 The Customer shall indemnify the Company for any claims, losses, liabilities, costs, and expenses the Company suffers as a result of the Customer's failure to act in accordance with this Appendix, including any failure by its Authorised Users, employees, agents, third party API application partners and advisors to do the same.
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APPENDIX 2

SERVICE LEVEL AGREEMENT

The Company will provide the following Support Services for the Software and if selected by the Customer, API Services (the “**System**”) delivered through the Company’s Platform to ensure that all parts of it continue to function in all material respects in accordance with its the functionality detailed in the Services Description.

1. SERVICE AVAILABILITY

Service	Description of Service	Service Availability	Service Hours
Software	The Software service delivered through the Platform.	99.9%	Normal Business Hours
API	The application programming interface service offered by the Company allowing the Customer to digitally extract information from the Platform in relation to suppliers in their current or prospective supply chain, delivered through the Platform.	99.9%	Normal Business Hours
Support	Software and API Support provided through the Company’s Service Desk (See 1.1 for response and resolution times/targets).	Normal Business Hours	Normal Business Hours
Implementation	The set-up, configuration, training, contacting and liaison with the Customer’s suppliers including building a supply chain.	Normal Business Hours	Normal Business Hours
Analytical	The services as may be agreed between the Customer and the Company from time to time, to assess and evaluate the Customer’s supply chain.	Normal Business Hours	Normal Business Hours

2. AVAILABILITY

2.1 The Company shall ensure that availability of the API and Software Services which make up the System in any month is not less than 99.9%.

3. PLANNED DOWNTIME

The Company via the Company’s support processes will confirm downtime on the System to complete changes which include but are not limited exclusively to software patching, software configuration, data restoration.

4. MAINTENANCE PERIOD

4.1 The following periods are defined by the Company for use as scheduled maintenance: (a) 05:01pm to 08:59am Monday to Friday including Bank Holidays in England; and (b) 05:01pm Friday to 08:59am Monday including all of Saturday and Sunday.

4.2 The Company may invoke emergency maintenance on the Services to undertake work on hardware and software related assets to allow the resolution of immediate problems causing instability in the Services (“Emergency Maintenance”).

4.3 The Company cannot guarantee scheduling Emergency Maintenance outside of Normal Business Hours.