
SOFTWARE SERVICES AGREEMENT STANDARD TERMS

1. Background

1.1. Saleslynk has developed a Platform that delivers insights, data, and information about specific individuals and companies to back-to-back-business professionals. The Platform is designed to assist sales by equipping organisations with relevant data about their prospective client prior to business meetings.

1.2. The Customer wishes to use the Services in its business operations.

1.3. Saleslynk has agreed to provide, and the Customer has agreed to take, and pay for Services on the terms of this Agreement.

2. Interpretation

2.1. For the avoidance of doubt, where the Agreement has not been signed by either (or both) of the Customer or Saleslynk, these Standard Terms shall nevertheless apply to the Agreement provided that the Customer has had prior notice of them (regardless of whether the Customer has indicated its acceptance in writing). By instructing Saleslynk to supply the Services and/or by paying any charge(s) or invoice(s) of Saleslynk, whether set out in the Term Sheet or otherwise, the Customer indicates its acceptance of the Standard Terms.

2.2. In the event of any conflict between the provisions of the Term Sheet and these Standard Terms, the provisions of the Term Sheet shall take precedence.

2.3. In this Agreement, unless the context otherwise requires, the words in Schedule 1 (Part I) shall have the meanings attributed to them in that Schedule. Schedule 1 (Part II) sets out additional interpretations which apply to this Agreement.

3. Licence of the Software

3.1. Subject to payment by the Customer of the Fees, the restrictions set out in this Clause 3 and the other terms and conditions of this Agreement, Saleslynk hereby grants to the Customer a non-exclusive licence for the Term to:

3.1.1. use the Software in accordance with this Agreement;

3.1.2. make available the Services to the Authorised User in accordance with this Agreement; and

3.1.3. where agreed in writing, use Saleslynk Materials in connection with the integration of the Software into the Customer Systems and such other purposes as may be necessary for the performance of this Agreement.

3.2. The rights provided under this Clause 3 are granted to the Customer only, and shall not be considered granted to any subsidiary or holding company of the Customer.

4. Operation of the Service

4.1. The Customer shall:

4.1.1. provide Saleslynk with all necessary co-operation in relation to this Agreement (including all necessary access to such information as it may require) in order to provide the Services, including but not limited to Customer Data, and security access information;

4.1.2. comply with all Applicable Laws with respect to its activities under this Agreement;

4.1.3. take all necessary steps to ensure that the EULA is binding upon the Authorised User and is not overridden or negated. The Customer shall provide Saleslynk on demand with details of how this is being done and shall take such further steps as Saleslynk may require to ensure that it is done. Saleslynk shall have no liability of any kind whatsoever to the Customer or any third party for any failure to ensure that the Authorised User is notified of and bound by the EULA (including any amendments to the same);

4.1.4. carry out all its other 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, Saleslynk may adjust any agreed timetable as reasonably necessary;

4.1.5. obtain and shall maintain all necessary licences, consents, and permissions necessary for Saleslynk, its contractors and agents to perform their obligations under this Agreement;

4.1.6. ensure that the Customer Systems comply with the relevant specifications provided by Saleslynk from time to time;

4.1.7. use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the Documentation and, in the event of any such

unauthorised access or use, promptly notify Saleslynk; and

4.1.8. be solely responsible for procuring and maintaining its network connections and telecommunications links from Customer Systems to Saleslynk's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

4.2. The Customer shall not:

4.2.1. do (or omit to do) anything which may put any member of the Saleslynk Group in breach of Applicable Laws; or

4.2.2. access, store, distribute or transmit any Viruses or any Prohibited Content and Saleslynk reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's access to any material that breaches the provisions of this Clause; or

4.2.3. except as may be allowed by any Applicable Law which is incapable of exclusion by agreement between the Parties:

4.2.3.1. attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means; or

4.2.3.2. attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or

4.2.4. access all or any part of the Services and Documentation in order to build a product or Services which competes with the Services and/or the Documentation; or

4.2.5. use the Services and/or Documentation to provide services to third parties; or

4.2.6. subject to Clause 21.1, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Documentation available to any third party except the Authorised User; or

4.2.7. attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation, other than as provided under this Clause 4.

5. Support Services

5.1. Saleslynk shall use Commercially Reasonable Endeavours to make the Software available in accordance with this Agreement.

5.2. In the event that the Customer requires further support, the Customer's technical team may contact a member of Saleslynk's operations team by emailing support@saleslynk.co.uk or such other methods as may be notified by Saleslynk to the Customer from time to

time for such purposes, and Saleslynk shall use Commercially Reasonable Endeavours to resolve such issue.

5.3. In the event of a Service Level Termination Event, the Customer shall be entitled to terminate this Agreement in accordance with the provisions of Clause 15.6.

6. Customer Data

6.1. The Customer shall own all right, title and interest in and to all of the Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data.

6.2. Saleslynk shall take all necessary steps to ensure that Customer Data which comes into its possession or control in the course of providing the Services is protected in accordance with confidentiality and security obligations under this Agreement and in particular Saleslynk shall not:

6.2.1. use Customer Data nor reproduce Customer Data in whole or in part in any form except as may be required by this Agreement;

6.2.2. disclose Customer Data to any third party or persons not authorised by the Customer to receive it, except with the prior written consent of the Customer.

6.3. Saleslynk shall use reasonable endeavours to have in place and comply with security policies and standards which comply:

6.3.1. to the policies and standards that Saleslynk applies to its own information and documentation;

6.3.2. to a policy which would be expected from a skilled and experienced person engaged in the same type of undertaking under the same or similar circumstances, which provides services and supplies which are similar to the Service.

6.4. Saleslynk shall (or shall procure a third party contractor to) develop the back-up schedule, perform scheduled back-ups, provide routine and emergency data recovery, and manage the archiving process. The back-up schedule shall include at least weekly full back-ups and daily incremental back-ups. In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy shall be for Saleslynk to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by Saleslynk in accordance with the archiving procedure described above. Saleslynk shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party (except those third parties sub-contracted by Saleslynk to perform services related to Customer Data maintenance and back-up).

6.5. It is agreed between the Parties that the Software shall store details of the Customer's usage of the Services and various other data which the Customer

inputs, including Customer Data. It is agreed between the Parties that Saleslynk may store the results of the Customer's usage of the Services and such other data as which the Customer inputs, including Customer Data, and use the same to improve the Software, the Services and the different products and services which Saleslynk offer to their customers. In addition, it is agreed between the Parties that Saleslynk may use the same for the purposes of research and provision of aggregated statistical data and reports for the benefit of their customers.

7. Data protection

7.1. The provisions which follow set out the framework for the sharing of personal data between the Parties as data controllers. Each Party acknowledges that one Party (**Data Discloser**) will regularly disclose to the other Party (**Data Recipient**) Shared Personal Data collected by the Data Discloser for the Agreed Purposes and each Party shall:

7.1.1. ensure that it has all necessary consents and notices in place to enable lawful transfer of the Shared Personal Data to the Data Recipient for the Agreed Purposes;

7.1.2. give full information to any data subject whose personal data may be processed under this Agreement of the nature of such processing. This includes giving notice that, on the termination of this Agreement, personal data relating to them may be retained by or, as the case may be, transferred to one or more of the Data Recipients, their successors and assigns;

7.1.3. process the Shared Personal Data only for the Agreed Purposes;

7.1.4. not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;

7.1.5. ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less demanding than those imposed by this Agreement;

7.1.6. ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data; and

7.1.7. not transfer any Shared Personal Data received from the Data Discloser outside of the European Economic Area unless the following conditions are fulfilled:

7.1.7.1. such transfer complies with the provisions of Articles 26 of the GDPR (in the event the third party is a joint data controller); and

7.1.7.2. the Party who controls the transfers ensures that (i) the transfer is to a country approved by the European Commission as providing adequate protection pursuant to Article 45 GDPR; (ii) there are appropriate safeguards in place pursuant to Article 46 GDPR; or (iii) one of the derogations for specific situations in Article 49 GDPR applies to the transfer.

7.2. Each Party shall comply with the Data Protection Legislation and agrees that any material breach of the Data Protection Legislation shall, if not remedied within thirty (30) days of written notice from the other Party, give grounds to the other Party to terminate this Agreement with immediate effect.

7.3. Each Party shall assist the other in complying with all applicable requirements of the Data Protection Legislation. In particular, each Party shall:

7.3.1. consult with the other Party about any notices given to data subjects in relation to the Shared Personal Data;

7.3.2. promptly inform the other Party about the receipt of any data subject access request or any request from a data subject to erase or rectify Shared Personal Data and provide the other Party with reasonable assistance in complying with any such request;

7.3.3. not disclose or release any Shared Personal Data in response to a data subject access request without first consulting the other Party;

7.3.4. assist the other Party, at the cost of the other Party, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

7.3.5. notify the other Party without undue delay on becoming aware of any breach of the Data Protection Legislation;

7.3.6. at the written direction of the Data Discloser, delete or return Shared Personal Data and copies thereof to the Data Discloser on termination of this Agreement unless required by law to store the Shared Personal Data;

7.3.7. use compatible technology for the processing of Shared Personal Data to ensure that there is no lack of accuracy resulting from personal data transfers;

7.3.8. maintain complete and accurate records and information to demonstrate its compliance with this Clause 7; and

7.3.9. provide the other Party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the Data Protection Legislation, including the training of relevant staff, the procedures to be followed in the event of a data security breach, and the regular review of the Parties' compliance with the Data Protection Legislation.

8. Fees and reporting information

8.1. The Customer shall pay the Fees in accordance with Schedule 2. The customer may choose the invoice monthly, if agreed with SalesLynk. details of monthly payment in accordance to 8.3

8.2. On the Commencement Date, the Customer must either:

8.2.1. provide Saleslynk with valid, up-to-date and complete contact and billing information and details of its Payment Card, by entering the same onto the billing page of the Software; or

8.2.2. where another method of payment has been agreed by the Parties, the Customer must provide Saleslynk with such other billing information and by such method, as the Parties agree.

8.3. Where the Customer has provided Saleslynk with its billing information, including:

8.3.1. details of your Payment Card pursuant to clause 8.2.1, the Customer authorise Saleslynk to bill such Payment Card for the Fees monthly in advance on each Billing Day beginning on the Effective Date; and where the applicable Fees cannot for any reason be charged to the Payment Card in part or in full, Saleslynk will invoice the Customer for the unpaid part of the Fees; or

8.3.2. purchase order information pursuant to 8.2.2, Saleslynk will invoice the Customer monthly in advance on each Billing Day beginning on the Effective Date.

8.4. All amounts payable to Saleslynk under this Agreement shall be payable in Pounds Sterling. All amounts payable by the Customer under this Agreement shall be exclusive of any applicable value added tax or other similar tax on sale or supply, which shall be paid in addition by the Customer at the prevailing rate on receipt of a valid VAT invoice.

8.5. If any sum payable under this Agreement is not paid on the due date then (without prejudice to Saleslynk's other rights and remedies) Saleslynk reserves the right to charge interest on such sum from the date when such payment is due until the date of actual payment (after as well as before judgment) at a rate per

annum of 5% per annum above the base rate of HSBC Bank plc from time to time in force, compounded monthly.

8.6. All amounts due under this Agreement from the Customer to Saleslynk shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

8.7. From the Commencement Date until the end of the Term, the Customer shall make available to Saleslynk on a daily basis, such relevant information as Saleslynk shall reasonably require to establish the name and password of the Authorised User, their usage of the Software ("**the Reporting Information**").

8.8. The Customer shall maintain and retain throughout the Term and for a period of six (6) years thereafter records of the Reporting Information (the "**Reporting Records**").

8.9. For the purpose of confirming the accuracy of the Reporting Information and any amounts due to Saleslynk under this Agreement, and the compliance of the Customer with Clause 8.4, Saleslynk shall have the right at its own cost (save as set out in Clause 8.8) to appoint a chartered accountant to audit and/or take copies of the Reporting Records, provided that:

8.9.1. it gives to the Customer seven (7) days' prior written notice of any such audit; and

8.9.2. any such audit is conducted during reasonable hours of the day.

8.10. In the event that any such audit reveals:

8.10.1. that any password has been provided to any individual who is not an Authorised User, then without prejudice to Saleslynk's other rights, the Customer shall promptly disable such passwords and Saleslynk shall not issue any new passwords to any such individual;

8.10.2. any underpayment, the amount of any such underpayment shall be paid by Customer to Saleslynk on demand, together with interest pursuant to Clause 8.3, and if any such audit reveals that there has been an underpayment of more than five per cent (5%) of all sums reported by the Customer to Saleslynk (or which, but for such misreporting, would have been reported) in respect of the period the subject of such audit, the Customer shall on demand reimburse Saleslynk for all costs and expenses incurred by Saleslynk in connection with such audit.

9. Intellectual Property Rights

9.1. All right, title and interest in or to the Intellectual Property Rights in Saleslynk Materials (including any development, update, improvement, addition, patch or fix to the same) are and shall (as between the Parties) remain the exclusive property of Saleslynk and the Customer shall not acquire any right, title or interest in or to the Intellectual Property Rights, other than as set out in Clause 3.1.

9.2. Any goodwill derived from the use by the Customer of Saleslynk Materials shall accrue to Saleslynk. Saleslynk may at any time call for a confirmatory assignment of that goodwill and the Customer shall immediately execute it.

10. Confidentiality

10.1. Each Party may be given access to Confidential Information from the other Party in order to perform its obligations under this Agreement. A Party's Confidential Information shall not be deemed to include information that:

10.1.1. is or becomes publicly known other than through any act or omission of the receiving Party;

10.1.2. was in the other Party's lawful possession before the disclosure;

10.1.3. is lawfully disclosed to the receiving Party by a third party without restriction on disclosure;

10.1.4. is independently developed by the receiving Party, which independent development can be shown by written evidence; or

10.1.5. is required to be disclosed by law, by any court of competent jurisdiction or by any Regulatory Authority.

10.2. Each Party shall hold the other's Confidential Information in confidence and, unless required by law, 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.

10.3. 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.

10.4. Neither Party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.

10.5. For the purpose of this Clause 10, and without prejudice to the definition of "Confidential Information" set out in Schedule 1 (Part I), Confidential Information belonging to Saleslynk shall include any output of the Service.

10.6. This Clause 10 shall survive termination of this Agreement, however arising.

11. Warranties and indemnity

THIS CLAUSE SETS OUT SOME VERY IMPORTANT STATEMENTS ABOUT THE BASIS UPON WHICH SALESLYNK AND THE CUSTOMER ARE AGREEING TO ENTER INTO THIS AGREEMENT. THE CUSTOMER SHOULD READ THE BELOW CAREFULLY.

11.1. The Customer hereby warrants, represents and undertakes to Saleslynk that:

11.1.1. this Agreement is validly executed by its duly authorised representative;

11.1.2. it has, and shall maintain throughout the Term, the full capacity and authority and all necessary regulatory licences and approvals to enter into and perform its obligations contained in this Agreement;

11.1.3. neither it nor any of its employees or associated parties shall attempt to or permit any third party to reverse engineer, decompile, monitor or in any way replicate the coding, software or functionality of the Software or any of the other Saleslynk Materials; and

11.1.4. it shall comply with all Applicable Laws.

11.2. Saleslynk hereby warrants, represents and undertakes to the Customer that:

11.2.1. this Agreement is duly authorised and validly executed by its authorised representative; and

11.2.2. it shall comply with all Applicable Laws in relation to its performance of this Agreement.

11.3. Subject only to Clause 5.1, the Customer acknowledges and agrees that:

11.3.1. Saleslynk does not warrant that the Customer's use of the Service will be uninterrupted or error-free; or that the Services and/or the information obtained by the Customer through the Service will meet the requirements of the Customer and/or its Customers;

11.3.2. nothing in this Agreement shall constitute any representation or warranty from Saleslynk that the use of the Third Party Content by the Customer or the exercise by the Customer of rights granted under this Agreement will not infringe the rights of any person;

11.3.3. in circumstances where Saleslynk is notified by any person that the use of any Third Party Content infringes any of its intellectual property rights (or such rights of another party) (a "**Take Down Event**"), Saleslynk shall be entitled to immediately notify the Customer of the Take Down Event, including a description of the Third Party Content subject to such event that is adequate for enabling the Customer to effectively pinpoint the affected Third Party Content. Upon receipt of the notice outlining the Take Down Event, the Customer shall immediately or as soon as is reasonably practical, cease all access to and use of the relevant Third Party Content and shall delete all copies of same (except for copies kept in the ordinary course of business for the purpose of satisfying audit, compliance or regulatory requirements) from any systems under its control and shall confirm in writing to Saleslynk that such actions have been taken;

11.3.4. Saleslynk 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; and

11.3.5. except as expressly and specifically provided in Clause 5.1, the software and services provided by Saleslynk under or in connection with this Agreement (including the Software and the Service) are provided "as is" and as available. Saleslynk excludes, and the Customer waives, any and all warranties, representations, terms and conditions (to the extent that they may lawfully be so excluded) implied by law or by custom or trade practice in respect of the provision of such services.

11.4. The Customer shall defend, indemnify and hold harmless Saleslynk against any Losses suffered by Saleslynk arising out of or in connection with:

11.4.1. the Customer's use of the Service; and

11.4.2. any breach by the Customer of the provisions of Clauses 4, 7, 10, 11.1 or 14.2.

12. Announcements

12.1. Subject to Clause 12.2 and the provisions of any Applicable Law, no announcement concerning the existence or subject-matter of this Agreement shall be made by either Party before or after the date of this Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed.

12.2. If either Party is required by a stock exchange or Relevant Authority to make any announcement regarding any of the transactions provided for in this Agreement, that Party shall use all reasonable endeavours to first consult the other Party as to the contents of the announcement if consultation is reasonably practicable.

13. Limitation of liability

13.1. The Customer agrees and acknowledges that the level of the Fees takes fully into account the limits of Saleslynk's entire financial liability (set out below) for the Services (as applicable) supplied or to be supplied to the Customer, the Customer's use of them, and for anything else in connection with the Agreement.

13.2. Nothing in this Agreement shall limit or exclude the liability of either Party to the other in respect of:

13.2.1. death or personal injury caused by negligence;

13.2.2. fraud;

13.2.3. any other liability which cannot by law be limited or excluded;

13.2.4. the indemnities in Clauses 11.4 and 14.2.

13.3. Subject to Clause 13.2, neither Party shall be liable to the other for any of the following types of loss or damage, even if the Party has been advised of the possibility of such loss or damage:

13.3.1. indirect or consequential losses;

13.3.2. loss of goodwill or reputation;

13.3.3. loss of profits and/or revenue (other than any loss of profits or revenue derived by Saleslynk in relation to this Agreement including the Fees set forth in Schedule 2 and any payment due to Saleslynk pursuant to Clause 15.10); or,

13.3.4. loss of contracts or anticipated savings; or

13.3.5. loss or damage arising from loss, damage or corruption of data.

13.4 Subject to Clause 13.2, each Party's total aggregate liability to the other arising out of or in respect of this Agreement shall not exceed, in respect of any liability, a sum equal to the Licence Fees which Saleslynk is entitled to receive under this Agreement in respect of the period of twelve (12) months prior to the first event giving rise to the claim (or if the event giving rise to the loss occurs during the first twelve (12) months of the Contract, the amount paid by the Customer for the Services during that period).

14. Disclaimer

THIS CLAUSE EXPLAINS THAT THE CUSTOMER BEARS SOLE AND EXCLUSIVE RESPONSIBILITY IN RESPECT OF ITS USE OF THIRD PARTY CONTENT, AND THAT SALESLYNK CANNOT GUARANTEE ITS RELIABILITY.

14.1. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE THIRD PARTY CONTENT IS PROVIDED "AS IS" AND ALL REPRESENTATIONS, WARRANTIES, TERMS AND CONDITIONS, ORAL OR WRITTEN, EXPRESS OR THIRD PARTY CONTENT (BY COMMON LAW, STATUTE OR OTHERWISE), IN RELATION TO THE THIRD PARTY CONTENT ARE HEREBY EXCLUDED AND DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW. SALESLYNK, THE THIRD PARTY CONTENT PROVIDERS AND THEIR RESPECTIVE SUPPLIERS DO NOT WARRANT THAT THE THIRD PARTY CONTENT shall BE UNINTERRUPTED, ERROR FREE OR COMPLETELY SECURE NOR DO THEY MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY OF THE THIRD PARTY CONTENT, ITS FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER MATTER. SALESLYNK, THE THIRD CONTENT SUPPLIERS AND THEIR RESPECTIVE SUPPLIERS MAKE NO WARRANTY OF ACCURACY, COMPLETENESS, TIMELINESS, FUNCTIONALITY OR RELIABILITY OF THE THIRD PARTY CONTENT AND SHALL HAVE NO LIABILITY TO THE CUSTOMER OR ANY THIRD PARTY FOR ANY ERRORS OR OMISSIONS IN THE THIRD PARTY CONTENT CONTAINED IN THE SERVICE. THE CUSTOMER AGREES THAT ANY OPINIONS OR ASSERTION CONTAINED IN THE THIRD PARTY CONTENT DO NOT REPRESENT THE OPINIONS OR BELIEFS OF SALESLYNK, THE THIRD PARTY CONTENT PROVIDER OR ANY OF THEIR RESPECTIVE AFFILIATES OR ANY OF THEIR RESPECTIVE EMPLOYEES.

14.2. Notwithstanding the obligations of Saleslynk in relation to this Agreement, the Customer shall retain responsibility and accountability for:

14.2.1. the management, conduct and operation of its business and affairs;

14.2.2. deciding the Customer's use of, choosing to what extent the Customer wishes to rely on, or implement advice or recommendations of the Service;

14.2.3. making any decision relating to the Services or any product of the Service;

14.2.4. the delivery, achievement or realization of any benefits directly or indirectly related to the Service,

and the Customer agrees to indemnify and hold Saleslynk and the Saleslynk Group and (as applicable) the affiliates, officers, directors, agents, and employees of Saleslynk and the Saleslynk Group, harmless from Losses arising as a result of the responsibilities outlined in this Clause 14.

15. Term and termination

15.1. To the extent that a Trial Period is identified as being applicable in the Term Sheet, this Agreement shall (unless otherwise terminated earlier in accordance with this Clause 15) commence on the Commencement Date and will continue in force for the Trial Period. The Agreement shall be automatically extended after the expiry of the Trial Period in accordance with Clause 15.2 unless:

15.1.1. either Party notifies the other Party of termination, in writing, at least 30 days before the end of the Trial Period; and/or

15.1.2. the Customer fails to pay any Fees which are due in advance in respect of the Initial Period in accordance with this Agreement, which are not the subject of a valid dispute, within seven (7) Business Days of notice from Saleslynk of such failure to pay by the due date for payment,

in which case this Agreement shall terminate and automatically expire on the expiry of the Trial Period.

15.2. If the Agreement is automatically extended pursuant to Clause 15.1, or if no such Trial Period is identified as being applicable in the Term Sheet, this Agreement shall, unless otherwise terminated as provided in this Clause 15, commence on the Effective Date and shall continue for the Initial Term and, thereafter, this Agreement shall be automatically renewed for successive periods of twelve (12) months (each a "**Renewal Period**"), unless:

15.2.1. either Party notifies the other Party of termination, in writing, at least thirty (30) days 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; or

15.2.2. otherwise terminated in accordance with the provisions of this Agreement,

and the Initial Term together with any subsequent Renewal Periods shall constitute the term of this Agreement ("**Term**").

15.3. Subject to Clause 15.4, where the Customer terminates this Agreement before the end of the Term, the Customer shall pay to Saleslynk an Early Termination Fee.

15.4. Either Party (the "**Non-Defaulting Party**") may terminate this Agreement immediately on written notice to the other Party (the "**Defaulting Party**") in the event that:

15.4.1. the Defaulting Party commits a material or persistent breach of its obligations under this Agreement and, in the case of remediable breach, fails to remedy such breach within thirty (30) days of notice from the Non-Defaulting Party specifying such breach provided that the Parties agree that the Customer shall have no right of termination under this Clause 15.4.1 in respect of any default which relates to apply to a failure to meet any Service Level;

15.4.2. the Defaulting Party suffers an Insolvency Event; or

15.4.3. the Defaulting Party ceases or threatens to cease to carry on business.

15.5. Saleslynk may terminate this Agreement in whole or in part, immediately on written notice to the Customer:

15.5.1. notwithstanding Clause 15.4.1, the Customer fails to pay any monies due hereunder, which are not the subject of a valid dispute, within seven (7) Business Days of notice from Saleslynk of such failure to pay by the due date for payment;

15.5.2. if the Customer breaches Clauses 4, 7, 10, 11.1 or 14.2; or

15.5.3. in the event of a change in the ownership and/or control of the Customer or the Customer Group, unless such change is in relation to a solvent reorganisation and has been notified in writing to Saleslynk in advance, or Saleslynk has consented thereto in writing in advance (such consent not to be unreasonably withheld or delayed).

15.6. The Customer may terminate this Agreement immediately on written notice to Saleslynk if a Service Level Termination Event occurs and Saleslynk fails to remedy the cause of the Service Level Termination Event within thirty (30) days of notice from the Customer specifying that a Service Level Termination Event has occurred.

15.7. Either Party shall be entitled to terminate this Agreement in accordance with Clause 17.

15.8. Saleslynk may suspend the operation of this Agreement in whole or in part, immediately on written notice to the Customer in the event that Saleslynk is entitled to terminate this Agreement under the provisions of this Clause 15.

15.9. On termination of this Agreement for any reason:

15.9.1. all licences granted under this Agreement shall immediately terminate;

15.9.2. within fourteen (14) days of termination of the Agreement, each Party shall return all Confidential Information of the other Party in its possessions and shall not make or retain any copies of such Confidential Information except as required by Applicable Law or to comply with any applicable legal or accounting record-keeping requirement;

15.9.3. the Customer shall immediately pay to Saleslynk all of Saleslynk's outstanding unpaid invoices (together with any accrued interest if such invoices are outside their payment terms) and, in respect of Services supplied but for which no invoice has been submitted, Saleslynk may submit an invoice, which shall be payable immediately on receipt of invoice (without prejudice to any other rights and remedies of Saleslynk);

15.9.4. Saleslynk shall cease Processing the Personal Data within ninety (90) days upon the termination or expiry of the Agreement and as soon as possible thereafter at the choice of the Customer, either return, or delete from its systems, the Personal Data, unless EU or Member State requires longer storage of such Personal Data. If the Customer does not inform Saleslynk of its choice to require the return or deletion of such Personal Data within ninety (90) days of the termination or expiry of the Agreement then the Customer shall be deemed to have chosen the deletion of the Personal Data. The Customer acknowledges that Saleslynk may continue to process information derived from Personal Data in anonymised, aggregated reports during the term and following termination of the Agreement; and

15.9.5. the accrued rights of the Parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination, shall not be affected or prejudiced.

15.10. If prior to the expiry of the Initial Term or any Renewal Term, either:

15.10.1. Saleslynk terminates this Agreement in accordance with the provisions of Clause 15.3 or 15.4; or

15.10.2. the Customer terminates this Agreement for any reason other than as set out in Clause 15.3,

then in addition to any outstanding amounts payable in respect of Clause 15.9.3, the Customer shall be obliged to pay to Saleslynk such sum to be calculated on the following basis:

$$E = (A \times B) \times D, \text{ where:}$$

A refers to the number of calendar months (and, where termination under this Clause occurs part way through a month, rounded up to the next complete calendar month) between the date of termination of the Agreement and the date the Initial Term or Renewal Term (as applicable) would have otherwise expired by effluxion of time;

B refers to the monthly Licence Fee;

D refers to 0.75, representing a twenty five percent (25%) discount applied by Saleslynk to reflect accelerated receipt of payment, Saleslynk's duty to mitigate its loss and Saleslynk not being required to perform its obligations hereunder; and

E refers to the payment due from the Customer.

Any such payment shall become due within 14 days of receipt of invoice.

15.11. Saleslynk and the Customer confirm that any sums calculable and payable pursuant to Clause 15.8 are reasonable and proportionate in view of Saleslynk's legitimate business interests.

15.12. Saleslynk shall retain Customer Data only as long as is necessary for the purposes to which the Authorised User consents under the End User Licence Agreement, or as is required by Applicable Law, and then shall delete it. Saleslynk shall have no responsibility to the Customer for any Customer Data destroyed or disposed of in accordance with this Clause 15.10.

16. Further assurance

The Customer shall from time to time at its own cost do or procure the doing of all such acts and things, and execute or procure the execution of all such documents in a form reasonably satisfactory to Saleslynk, which Saleslynk may reasonably require for the purpose of giving full effect to this Agreement.

17. Force majeure

17.1. If either Party is prevented or delayed in the performance of any of its duties or obligations under this Agreement by any Force Majeure Event, that Party shall:

17.1.1. forthwith serve written notice on the other Party of such inability, specifying the nature and extent of the circumstances giving rise to the Force Majeure Event;

17.1.2. subject to service of such notice and clause 17.3, have no liability in respect of the performance of such of its obligations as are prevented by the

Force Majeure Event during the continuation of such Force Majeure Event and for such time after it ceases as is necessary for such Party, using all reasonable endeavours, to recommence its affected operations in order for it to perform its obligations; and

17.1.3. forthwith upon the Force Majeure Event ceasing to exist, serve written notice to the other Party of that fact.

17.2 If either Party is prevented, by reason of a Force Majeure Event from performance of its obligations for a continuous period in excess of three (3) months and such prevention substantially affects the operation of this Agreement, the Party not claiming relief under this clause 17 shall have the right to terminate this Agreement upon giving thirty (30) days' written notice of such termination to the other Party, in which case neither Party shall have any liability to the other except that rights and liabilities accrued prior to such termination shall continue to subsist.

17.3 The Party claiming to be prevented or delayed in the performance of any of its obligations under this Agreement by reason of a Force Majeure Event shall use all reasonable endeavours to bring the Force Majeure Event to an end or to find a solution by which the Agreement may be performed despite the continuance of the Force Majeure Event and to mitigate the impact on the other Party of the Force Majeure Event.

18. Waiver

18.1. A waiver of any right under this Agreement is only effective if it is in writing and it applies only to the Party to whom the waiver is addressed and to the circumstances for which it is given.

18.2. Unless specifically provided otherwise, rights arising under this Agreement are cumulative and do not exclude rights provided by law.

19. Severance

19.1. If any provision (or part of a provision) of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

19.2. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the Parties.

20. Entire agreement

20.1. This Agreement represents the whole agreement and understanding between the Parties and supersedes and extinguishes all other arrangements, agreements, understandings, statements,

representations, warranties, undertakings or promises (whether in writing or not) made between, by or on behalf of the Parties prior to entering into this Agreement except to the extent expressly repeated in this Agreement ("**pre-contractual statements**") including any heads of agreement related to the subject matter hereof.

20.2. Without prejudice to Clause 20.1, each Party warrants to the other that, in entering into this Agreement, it has not relied on and shall have no remedy in respect of any pre-contractual statement. Nothing in Clauses 20.1 or 21.2 is intended to limit either Party's liability for fraud or fraudulent misrepresentation.

21. Assignment

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

21.2. Saleslynk 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.

22. No partnership or agency

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).

23. 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.

24. Counterparts

Transmission of the executed signature page of a counterpart of this Agreement by (a) fax or (b) email (in PDF, JPEG, DocuSign or other agreed format) shall take effect as delivery of an executed counterpart of this Agreement. If either method of delivery is adopted, without prejudice to the validity of the agreement thus made, each Party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

25. Notices

25.1. Any notice given under this Agreement must be in writing and must be delivered personally or sent by recorded first-class post or by email to the Party to whom it is being given at the address or email address, and marked for the attention of the person, specified in the Term Sheet, Clause 25.2 or to such other address or email address, or marked for the attention of such other person, as the applicable Party may from time to time notify to the other by notice given in accordance with this Clause 26.

25.2. The notice details of the Parties for the purposes of Clause 25.1 are:

25.2.1. in the case of Saleslynk:

Address: 71-75 Shelton Street, London,
Greater London, United Kingdom,
WC2H 9JQ.

Email address: Ian@saleslynk.co.uk

Attention: Ian Todd

25.2.2. in the case of the Customer the notice details set out in the Term Sheet.

25.3. A notice delivered or sent in accordance with Clause 25.1 shall be deemed to have been given, if delivered personally or by recorded first-class post (other next working day delivery service), 9.00 am on the Business Day after posting or at the time recorded by the delivery service. If sent by email at 9.00 am on the next Business Day after transmission and in proving the giving of a notice, it shall be sufficient to show that delivery was made or that the email was properly addressed and transmitted, as the case may be.

26. Governing law and jurisdiction

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

26.2. The Parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

SCHEDULE 1

DEFINITIONS AND INTERPRETATION

Part I: Definitions

In this Agreement, unless the context otherwise requires:

"Additional Fees" has the meaning set out in paragraph 3 of Schedule 2 to this Agreement;

"Agreed Purposes" means performance of the Services and the respective Parties' obligations and exercise of the respective Parties' rights under this Agreement; calculating the Fees; monitoring by Saleslynk of complaints, comments and feedback related to the Services and such other purposes as the Parties may agree in writing from time to time;

"Agreement" means the Term Sheet and the Standard Terms;

"Applicable Law" means any law, enactment, regulation, regulatory policy, guideline, and requirement of any Relevant Authority (including good practice codes) applicable to a Party and/or to any of the activities of a Party (including activities of the Customer using the Service);

"Authorised User" that employee, agent and independent contractor of the Customer who is authorised by the Customer to use the Services and the Documentation;

"Authorised User Subscriptions" the authorised user subscriptions purchased by the Customer pursuant to paragraph 2 of Schedule 2 which entitle Authorised Users to access and use the Services and the Documentation in accordance with this Agreement;

"Billing Day" means:

- (a) the Effective Date, and subsequently, the same calendar day of each following month excluding any applicable Trial Period (e.g. if the Effective Date falls on the 10th January, the Billing Day is the 10th of each calendar month beginning with the 10th January), save that
- (b) where the Effective Date falls on the 29th, 30th or 31st of a month, the Billing Day in a calendar

month which has less than 29, 30 or 31 days (as applicable), the Billing Day in such shorter calendar month will fall on the last calendar day of that shorter month (e.g. if the Effective Date falls on the 31st January, the first three Billing Days will fall on: the 31st January, 28 February, and 31 March respectively);

"Business Day" any day which is not a Saturday, Sunday or public holiday in the UK;

"Commencement Date" the date specified in the Term Sheet;

"Commercially Reasonable Endeavours" shall mean reasonable endeavours to an acceptable industry standard;

"Confidential Information" means the terms of this Agreement, including any amounts payable hereunder, and, in relation to either Party, all information (whether oral, written or in electronic or any other form) belonging to or relating to that Party, its business affairs or activities (including information concerning methods of design, development, marketing and distribution of the Services and/or the Software, and any trade secrets, intentions or business plans of either Party) which is marked or stated to be confidential or which due to its character or nature, a reasonable person in a like position and under like circumstances would treat as and/or reasonably believe to be confidential;

"Customer" has the meaning set out in the Term Sheet;

"Customer Data" the data inputted by the Customer, Authorised User, or Saleslynk on the Customer's behalf for the purpose of using the Services or facilitating the Customer's use of the Services;

"Customer Group" the Customer, any holding company of the Customer from time to time, all direct or indirect subsidiaries of any such holding companies from time to time, and all

companies in common ownership with the Customer from time to time;

"Customer Systems" such software systems of the Customer as may interoperate with Software from time to time;

"Data Discloser" has the meaning given in clause 7.1

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

"Data Recipient" has the meaning given in clause 7.1;

"Documentation" the document made available to the Customer by Saleslynk online via <https://osp.Saleslynk-systems.co.uk/> or such other web address notified by Saleslynk to the Customer from time to time which sets out a description of the Services and the user instructions for the Services;

"Early Termination Fee" means the fees due for the remaining Term less a 25% discount;

"Effective Date" means the date on which Initial Term commences (and date upon which the first payment of the monthly Licence Fees is due pursuant to Schedule 2) which:

- (a) if there is no applicable Trial Period, falls on the Commencement Date; or
- (b) if there is a Trial Period, falls on 00:01 UK on the day immediately following the date of expiry of the Trial Period.

"End User Licence Agreement" or **"EULA"** means the terms and conditions between the Authorised User and Saleslynk relating to the Services as may be specified by Saleslynk from time to time and notified in writing to the Customer;

"Fees" means the Licence Fees, Additional Fees, and Early Termination Fees;

"Force Majeure Event" means any cause preventing either party from performing any or all of its obligations which arises from or is attributable to acts, events, omissions or accidents beyond the reasonable control of the party so prevented, including without limitation any act

of God, government (including any act of any foreign government, the European Community or other international political body) or Relevant Authority, war, fire, flood, explosion, riot or civil commotion, embargo and industrial action except by employees of the party so prevented;

"Initial Term" the initial term of this Agreement as set out in the Term Sheet;

"Insolvency Event" means that a person:

- (a) 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;
- (b) applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;
- (c) becomes insolvent or bankrupt;
- (d) ceases to trade or threatens to cease to do business;
- (e) is the subject of an order made or a resolution passed for the administration, winding-up or dissolution (otherwise than for the purpose of a solvent amalgamation or reconstruction, which does not materially reduce that entity's assets);
- (f) has an administrative or other receiver, manager, trustee, liquidator, administrator, or similar officer appointed over all or any part of its assets;
- (g) enters into or proposes any composition or arrangement with its creditors generally (otherwise than for the purpose of a financing or solvent amalgamation or reconstruction); or
- (h) is the subject of any events or circumstances analogous to any of the foregoing in any applicable jurisdiction;

"Intellectual Property Rights" patents, rights to inventions, rights to use and preserve the confidentiality of information (including know-how and trade secrets), registered designs, copyrights, topography rights, all rights in computer programs, firmware, 'apps' and other computer software and data, database rights, rights in designs, rights in get-up, rights affording equivalent protection to copyright, database rights, design rights, trade marks, rights in Services marks, logos, domain names, business names, trade names and domain names, and moral rights, in each case howsoever arising and in whatever media, whether registered or unregistered and including all applications (or rights to apply) for and to be granted, renewals or extensions of, and rights to claim priority from, such rights,

which subsist or shall subsist now or in the future in any part of the world;

"Licence Fee" the licence fees set out in the Term Sheet together with any Additional Fees;

"Losses" all losses, liabilities, costs (including reasonable legal costs), fees, expenses, actions, procedures, claims, demands and damages (including the amount of damages awarded by a court of competent jurisdiction or any penalties and fines levied by a Relevant Authority);

"Parties" Saleslynk and the Customer, and **"Party"** shall be construed accordingly;

"Payment Card" means: the debit or credit card the details of which the Customer enters onto the billing page of the Software for the purpose of payment of the Licence Fees by the Customer

"Permitted Recipients" means the Parties to this agreement, the employees of each Party, any third parties engaged to perform obligations in connection with this Agreement;

"Platform" means the Saleslynk platform accessible via the URL saleslynk.co.uk;

"Prohibited Content" content or materials which (a) infringes the Intellectual Property Rights of any third party; (b) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; (c) facilitates illegal activity; (d) depicts sexually explicit images; (e) promotes unlawful violence; (f) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or (g) in a manner that is otherwise illegal or causes damage or injury to any person or property;

"Renewal Period" means the period described in Clause 15.2

"Relevant Authority" any governmental, regulatory or other competent authority that regulates and/or supervises any of Saleslynk, the Customer and/or either of their activities (including activities of the Customer using the Service) including any tax authority;

"Saleslynk" has the meaning set out in the Term Sheet;

"Saleslynk Group" Saleslynk, any holding company of Saleslynk from time to time, and all direct or

indirect subsidiaries of Saleslynk or any such holding companies from time to time;

"Saleslynk Materials" any and all materials, software, content, information, data or systems of any kind whatsoever created, produced or provided by Saleslynk or its licensors, the Software, any graphical, animated and other material provided by Saleslynk for use in connection with the Service, and any materials relating to the Service;

"Service Level Termination Event" shall occur if there is a complete failure to provide all of the Services (or any material element of the Services) for a period equal to or exceeding 7 consecutive calendar days;

"Services" the subscription services provided by Saleslynk to the Customer under this Agreement via saleslynk.co.uk or any other website notified to the Customer by Saleslynk from time to time, as more particularly described in the Documentation;

"Shared Personal Data" means the personal data to be shared between the Parties under this Agreement. Shared Personal Data shall be confined to the following categories of information relevant to the following categories of data subject:

- a) Third Party Data Subjects: name, education and employment background, interests and hobbies, events attended, etc;
- b) Saleslynk's Permitted Recipients: name, contact details and communication;
- c) the Customer's Permitted Recipients: name, contact details, communication;
- d) the Customer's employees (including Authorised Users); name, contact details, communication; and
- e) such other personal data as the Parties may agree in writing from time to time.

"Software" means the software which enables Saleslynk to offer the Services to the Customer in accordance with this Agreement;

"Standard Terms" means this document, including the Schedules;

"Term" means the period described in Clause 15.2;

"Term Sheet" the registration form entered into on signing up to the Services;

"Third Party Data Subjects" means third party individuals (for example clients or potential clients of the Customer) whose data is processed on the Platform via Third Party

Content processed for the purpose of providing the Services;

“Third Party Content” means all materials, images, video, content, information, data, of any kind whatsoever contained or referenced in the Services (including by way of hyperlinking including embedding by means of a link using the ‘framing’ technique’) and created, produced, published, owned or licensed to the Third Party Content Providers, (including news articles, social media posts and other content published on the internet and referenced (for example by way of hyperlinking and framing) in the Service;

“Third Party Content Provider” means the third party providers of Third Party Content contained or referenced in the Service;

“Trial Period” means the trial period described in the Term Sheet;

“UK Data Protection Legislation” means all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679) (“**GDPR**”); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended; and

“Virus” any thing 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 Services 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.

Part II: Interpretation

1. In this Agreement, unless the context otherwise requires:
 - (a) terms defined in the Term Sheet shall have the same meanings ascribed to them in these Standard Terms;
 - (b) references to Clauses and Schedules are to clauses of, and schedules to, these Standard Terms;
 - (c) references to the singular include the plural and vice versa and references to one gender include all genders;
 - (d) references to a **“person”** include any company, partnership or unincorporated association (whether or not having separate legal personality) and references to a **“company”** include any company, corporation or other body corporate (wherever and however incorporated or established). The expression **“subsidiary”** has the meaning given in the Companies Act 2006;
 - (e) references to a statute or statutory provision include (i) that statute or statutory provision as modified, re-enacted or consolidated from time to time (whether before or after the date of this Agreement) (ii) any past statute or statutory provision (as modified, re-enacted or consolidated from time to time) which that statute or statutory provision has directly or indirectly replaced and (iii) any subordinate legislation made from time to time under that statute or statutory provision;
 - (f) the words **“include(s)”** and **“including”** are to be construed as if followed by the words **“without limitation”**;
 - (g) references to **“writing”** or **“written”** shall include emails (but not faxes), provided that if a notice is required to be given under this Agreement is served by email it must also be confirmed by post; and

- (h) references to a "month" are to a calendar month.
2. The Schedules form part of the Standard Terms and shall have the same force and effect as if set out in the body of these Standard Terms
3. and any reference to this Agreement shall include the Schedules.
3. The headings in this Agreement are included for convenience only and shall be ignored in interpreting this Agreement.

SCHEDULE 2

FEES

- 1 As consideration for the provision of the Services and for the grant of a licence to use the Software, the Customer agrees to pay to Saleslynk the Licence Fees in accordance with this Schedule 2.
- 2 Licence Fees
- 2.1 In consideration of the grant of the licence to use the Software, the Services and the Documentation pursuant to Clause 3.1 of the Standard terms, the Customer shall pay to Saleslynk the Licence Fee per number of Authorised Users in cleared funds on the receipt of an invoice.
- 2.2 A minimum of Authorised User Subscriptions must be purchased per Customer. Fees are based on the quantity of subscriptions purchased and not actual usage. Accordingly, it is agreed between Able Agent and the Customer that;
- (a) payment obligations are non-cancellable and License Fees and Additional Fees paid are non-refundable; and
- (b) Authorised User Subscriptions purchased cannot be decreased during the relevant Term.
- 2.3 In relation to the Authorised Users, the Customer undertakes that:
- 2.3.1 the number of Authorised Users that it allows (directly or indirectly) to access and use the Services and the Documentation shall not exceed the number of Authorised User Subscriptions that it has purchased from time to time;
- 2.3.2 it will not allow or suffer any Authorised User Subscription to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the Services and/or Documentation; and
- 2.3.3 each Authorised User shall keep a secure password for his use of the Services and Documentation, that such password shall be changed no less frequently than quarterly and that each Authorised User shall keep his password confidential.
3. **Additional Fees**
- 3.1 Without prejudice to paragraph 2.1 above, Saleslynk may at any time after the first anniversary of the Commencement Date, increase the Licence Fees ("**Additional Fees**") provided that:
- 3.1.1 the increase shall not exceed a percentage equal to the percentage increase in the Retail Prices Index published by the Office for National Statistics (or its successor from time to time) for the period from the Commencement Date (in the case of the first increase) or the date on which the immediately preceding increase came into effect pursuant to this Clause (in the case of the second or any subsequent increase) up to the date of this notice; and
- 3.1.2 the increases shall be no more frequent than once in any twelve (12) month period.
- 3.2 The Customer may, from time to time during the Term, purchase additional Authorised User Subscriptions in excess of the number set out in Term Sheet and Saleslynk shall grant access to the Services and the Documentation to such additional Authorised Users in accordance with the provisions of this Agreement.

- 3.3 If the Customer wishes to purchase additional Authorised User Subscriptions, the Customer may make this purchase via the Software.
- 3.4 If the Customer purchases additional Authorised User Subscriptions, the Customer shall pay to Saleslynk the relevant fees for such additional Authorised Users as notified by Saleslynk and, if such additional Authorised User Subscriptions are purchased by the Customer part way through a month, such fees shall be pro-rated for the remainder of that month.