

SPINDLE DOCUMENT MANAGEMENT LICENCE AGREEMENT TERMS

IMPORTANT NOTICE:

BY DOWNLOADING THE SOFTWARE OR CLICKING ON THE "ACCEPT" BUTTON BELOW YOU AGREE TO THE TERMS OF THE LICENCE WHICH WILL BE A LEGALLY BINDING AGREEMENT.

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in this licence.

Affiliate: includes, in relation to either party, each and any subsidiary or holding company of that party and each and any subsidiary of a holding company of that party or any business entity from time to time controlling, controlled by, or under common control with, either party.

Approved Environment: means the hardware (including without limitation scanning equipment), operating software, and other software applications in respect of which Draycir has approved the use of the Licensed Software.

Commencement Date: means the date on which the Licensed Software is installed by or on behalf of the Licensee.

Documentation: means the documentation relating to the Licensed Software (as applicable) which is set out at <http://sdmlp.dracycir.com/documentation> as updated by Draycir from time to time.

Initial Term: means the period of 12 months from the Commencement Date.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and related rights, trade marks and service marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, including all applications for (and rights to apply for and be granted), renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world.

Licence Key: means the code issued by Draycir to allow the Licensee to use the Licensed Software in the applicable Licence Types set out in the Order.

Licence Fee: the licence fee payable by the Licensee in accordance with *clause 6* and which is specified in the Order.

Licensed Software: means the software described in the applicable section of the Order and any Maintenance Release and updated from time to time, which is acquired by the Licensee during the subsistence of this licence.

Licence Types: means one of the following types of use of the Licensed Software as further described in the Documentation:

- “Capture” which is the right to use the Licensed Software to capture and record incoming documents and view documents using the Licensed Software;
- “Distribution” which is the right to send documents using the Licensed Software and view documents using the Licensed Software;
- “View” which is the right to view documents using the Licensed Software;

- “Mobile Device” which is the right to capture incoming documents using a mobile device and send those documents to a Capture User;
- “Company” which is the right to use the Licensed Software across a number of business entities
- “Full User” which is a combination of the Capture, Distribution, View, licence types;

Maintenance Release: means a release of the Licensed Software that corrects faults, adds functionality or otherwise amends or upgrades the Licensed Software, and which is indicated as such by a minor version number increment to the right of the decimal point in the version number (for example release n.3 to n.4) and which does not constitute a New Version.

Registered Users: means those employees of the Licensee that are allocated as a registered user within the administration function of the Licensed Software from time to time by the Licensee’s administrative user.

New Version: any new version of the Software which from time to time is marketed and offered for purchase by Draycir which is indicated at the sole discretion of Draycir by a major version number increment to the left of the decimal point in the version number (for example version 1.n to version 2.n).

Order: means an order for use of the Licensed Software, either agreed with Draycir or submitted via Draycir’s reseller, distributor or other authorised party.

Open-Source Software: open-source software as defined by the Open Source Initiative (<http://opensource.org>) or the Free Software Foundation (<http://www.fsf.org>).

Support and Maintenance: the support and maintenance services in respect of the Licensed Software as set out in Annex A.

Support and Maintenance Fee: the fee payable for the Support and Maintenance in accordance with *clause* 6 and the applicable Order.

Term: the Initial Term and any extension of the Initial Term made in accordance with this Agreement.

Third-Party Additional Terms: the additional terms and conditions set out in Annex B relating to Third-Party Software.

Third-Party Software: the third-party software identified in Annex B.

Trial Key: a licence key which is generated by the Licensed Software and is valid for the Trial Period.

Trial Licence: the licence rights set out in Clause 3.1.

Trial Period: a period ending 30 days from the Commencement Date or such other period as Draycir (or its reseller or agent) notifies to the Licensee in writing.

1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.

1.3 Unless the context otherwise requires:

- words in the singular shall include the plural and in the plural shall include the singular;
- A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time **OR** it is in force as at the date of this agreement];
- a reference to one gender shall include a reference to the other genders; and
- any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

- 1.4 In the case of conflict or ambiguity between any provision contained in the body of this licence and any provision contained in the schedules or appendices, the provision in the body of this licence shall take precedence.
- 1.5 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns.
- 1.6 References to clauses and Schedules are to the clauses and Schedules of this agreement and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.7 The Schedules and Annexes form part of this licence and shall have effect as if set out in full in the body of this licence. Any reference to this licence includes the Schedules and Annexes.

2. TERM

- 2.1 This Agreement will commence on the Commencement Date and unless terminated in accordance with the provisions of this Agreement, shall continue for the Initial Term.
- 2.2 This Agreement will automatically extend for additional periods of one year ("**Extension Period**") unless terminated in accordance with the provisions of this Agreement or where either Party has notified the other Party in writing at least 30 days before the end of the Initial Term or then current Extension Period that it does not wish to extend the Agreement.
- 2.3 This Agreement will automatically terminate (and the Licensed Software will cease to operate) in the event that the Licensee ceases to have valid Support and Maintenance either directly with Draycir in accordance with Clause 5 or through Draycir's reseller, distributor, or other authorised party.

3. EVALUATION LICENCE, LICENCE KEYS AND INSTALLATION

- 3.1 In consideration of the obligations set out in this Agreement, the Licensee will be issued with a Trial Key for the Trial Period and Draycir hereby grants the Licensee a personal, non-transferable, non-exclusive royalty free licence to use the Licensed Software during the Trial Period solely for the purposes of evaluating the suitability of the Licensed Software for the business of the Licensee. The Licensee acknowledges and agrees that the Licensed Software will, or may, automatically cease to operate at the end of the Trial Period if the Licensee has not requested a Licence Key or Draycir has not agreed in writing to extend the Trial Period.
- 3.2 During the Trial Period, this Agreement and the Trial Licence, may be terminated immediately by Draycir giving written notice if the Licensee is in breach of any of its obligations under this Agreement. This Agreement and the Trial Licence will automatically terminate without further notice in writing in the event that the Licensee does not request a Licence Key. Upon termination not followed by a full licence, the Licensee shall return to Draycir all copies of all or part of the Licensed Software on any tangible medium and shall completely delete all electronic copies of all or any part of the Licensed Software held by or on behalf of the Licensee.
- 3.3 As soon as practicable following receipt of the Order (or the end of the Trial Period as applicable), Draycir or its reseller, distributor or other authorised third party will issue the Licensee with Licence Keys sufficient to

allow the Licensee to operate the Licensed Software for the number of Registered Users in the applicable Licence Types. Once the Licensee has received the Licence Key it will allocate the Registered Users within the administrative function of the Licensed Software according to the Licence Types in the Order. The Licensee is responsible for keeping the Licence Keys secure and shall procure that the Registered Users do not disclose the Licence Keys to any other party.

3.4 The Licensee shall be deemed to have accepted the Licensed Software if:

- (a) Draycir receives no notification from the Licensee within 7 days of the Commencement Date (or if earlier, at the end of the Trial Date where applicable) that the Licensed Software is not materially in conformance with the Documentation; or
- (b) the Licensee commences operational use of the Licensed Software.

4. LICENCE

4.1 In consideration of the Licence Fee, Draycir grants to the Licensee a non-exclusive licence for the Registered Users to use the Licensed Software on the Approved Environment for the Term in accordance with the provisions of this Agreement.

4.2 In relation to scope of use:

- (a) for the purposes of Clause 4.1, use of the Licensed Software shall be restricted to the License Types set out in the applicable Order and the use of the Licensed Software in object code form for the purpose of processing the Licensee's data for the normal business purposes of the Licensee (which shall not include allowing the use of the Licensed Software by, or for the benefit of, any person other than an employee of the Licensee);
- (b) the Licensee may change the identity of the Registered Users by using the administrative function in the Licensed Software provided that no more than the number of Registered Users set out in the applicable Order are authorised to use the Licensed Software at any one time and the account of any Registered User that is replaced by a new Registered User is deleted (and the Licensee shall ensure that such previous Registered User ceases to use the Licensed Software);
- (c) the Licensee may not use the Licensed Software other than as specified in Clause 4.1 without the prior written consent of Draycir, and the Licensee acknowledges that additional fees may be payable on any change of use approved by Draycir;
- (d) the Licensee may make two backup copies of the Licensed Software for its lawful use. The Licensee shall record the number and location of all copies of the Licensed Software and take steps to prevent unauthorised copying;
- (e) except as expressly stated in this Clause 4, the Licensee has no right (and shall not permit any third party) to copy, adapt, or make error corrections to the Licensed Software in whole or in part;
- (f) the Licensee shall not reverse engineer, decompile, disassemble, the Licensed Software except to the extent permitted by law;
- (g) the Third-Party Software shall be deemed to be incorporated within the Software for the purposes of this licence (except where expressly provided to the contrary) and use of the Third-Party Software shall be subject to the Third-Party Additional Terms;

- (h) the Licensee shall indemnify and hold Draycir harmless against any loss or damage which it may suffer or incur as a result of the Licensee's breach of any Third-Party Additional Terms howsoever arising; and
- (i) Draycir may treat the Licensee's breach of any Third-Party Additional Terms as a breach of this licence.

4.3 The Licensee may not use any such information provided by Draycir or obtained by the Licensee in connection with this Agreement to create any software whose expression is substantially similar to that of the Licensed Software nor use such information in any manner which would be restricted by any copyright subsisting in it.

4.4 The Licensee shall not:

- (a) sub-license, assign or novate the benefit or burden of this licence in whole or in part;
- (b) allow the Licensed Software to become the subject of any charge, lien or encumbrance; and
- (c) deal in any other manner with any or all of its rights and obligations under this agreement,

without the prior written consent of Draycir.

4.5 Draycir may at any time sub-license, assign, novate, charge or deal in any other manner with any or all of its rights and obligations under this licence, provided it gives written notice to the Licensee.

4.6 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

4.7 The Licensee shall:

- (a) ensure that only the Registered Users shall access and use the Licensed Software;
- (b) keep a complete and accurate record of the Licensee's copying and disclosure of the Licensed Software and its users, and produce such record to Draycir on request from time to time;
- (c) notify Draycir as soon as it becomes aware of any unauthorised use of the Licensed Software by any person; and
- (d) pay, for broadening the scope of the licences granted under this licence to cover the unauthorised use, an amount equal to the fees which Draycir would have levied (in accordance with its normal commercial terms then current) had it licensed any such unauthorised use on the date when such use commenced together with interest at the rate provided for in Clause 6.3, from such date to the date of payment.

4.8 The Licensee shall permit Draycir to inspect and have access to any premises (and to the computer equipment located there) at or on which the Licensed Software is being kept or used, and have access to any records kept in connection with this licence, for the purposes of ensuring that the Licensee is complying with the terms of this licence, provided that Draycir provides reasonable advance notice to the Licensee of such inspections, which shall take place at reasonable times.

5. SUPPORT AND MAINTENANCE

- 5.1 Where the Licensee has ordered support and maintenance services directly from Draycir the provisions of Annex A shall apply. In the event that the Licensee has ordered support and maintenance services in respect of the Licensed Software from Draycir's reseller, distributor or other authorised party, then Annex A shall not apply and shall be replaced by the terms of the Licensee's agreement with such reseller, distributor or other authorised party.
- 5.2 Before changing or upgrading any third party software intended to work in conjunction with the Licensed Software, the Licensee shall first check that such software version is listed in the Approved Environment. If such software is not listed in the Approved Environment then the Licensee will notify Draycir. Where Draycir does not approve the use of the Licensed Software with such third party software following notification then the Licensee shall use the Licensed Software with such third party software at its own risk, the warranty contained in Clause 8 shall not apply and the exclusion in paragraph 4 of Annex A shall apply in the event that Draycir is providing Support and Maintenance to the Licensee.

6. FEES

- 6.1 The Licensee shall pay the Licence Fees and the Support and Maintenance Fees to Draycir, (or its reseller, distributor or other authorised party as applicable) in accordance with the provisions of the Order. Draycir (or its reseller, distributor or other authorised party as applicable) will notify the Licensee of the Support and Maintenance Fees in respect of any Extension Period, on or before the commencement of such Extension Period, to the extent that they are not set out in the Order.
- 6.2 All sums payable under this licence are exclusive of VAT or any relevant local sales taxes, for which the Licensee shall be responsible.
- 6.3 If the Licensee fails to make any payment due to Draycir under this agreement by the due date for payment, then, without limiting Draycir's remedies under Clause 11, the Licensee shall pay interest on the overdue amount at the rate of 4% per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Licensee shall pay the interest together with the overdue amount.

7. CONFIDENTIALITY AND PUBLICITY

- 7.1 Each party shall, during the term of this licence and thereafter, keep confidential all, and shall not use for its own purposes (other than implementation of this licence) nor without the prior written consent of the other disclose to any third party (except its professional advisors or as may be required by any law or any legal or regulatory authority) any, information of a confidential nature (including trade secrets and information of commercial value) which may become known to such party from the other party and which relates to the other party or any of its Affiliates, unless that information is public knowledge or already known to such party at the time of disclosure, or subsequently becomes public knowledge other than by breach of this licence, or subsequently comes lawfully into the possession of such party from a third party. Each party shall use its reasonable endeavours to prevent the unauthorised disclosure of any such information.
- 7.2 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.

- 7.3 Notwithstanding the provisions of clause 7.2, the Licensee agrees that Draycir may identify the Licensee as one of its customers in Draycir's marketing and advertising materials.

8. SUPPLIER'S WARRANTIES

- 8.1 Draycir warrants that the Software will conform in all material respects to the Documentation for a period of 90 days from the Commencement Date ("**Warranty Period**"). If, within the Warranty Period, the Licensee notifies Draycir in writing of any defect or fault in the Licensed Software in consequence of which it fails to conform in all material respects to the Documentation, and such defect or fault does not result from the Licensee, or anyone acting with the authority of the Licensee, having amended the Licensed Software or used it outside the terms of this licence for a purpose or in a context other than the purpose or context for which it was designed or in combination with any other software not provided by Draycir, or it has not been used other than on the Approved Environment, Draycir shall, at Draycir's option, do one of the following:

- (a) repair the Licensed Software;
- (b) replace the Licensed Software; or
- (c) terminate this licence immediately by notice in writing to the Licensee and refund any of the Licence Fee paid by the Licensee as at the date of termination (less a reasonable sum in respect of the Licensee's use of the Licensed Software to the date of termination) on return of the Software and all copies thereof,

provided the Licensee provides all the information that may be necessary to assist Draycir in resolving the defect or fault, including a documented example of any defect or fault, or sufficient information to enable Draycir to re-create the defect or fault.

- 8.2 Draycir does not warrant that the use of the Licensed Software will be uninterrupted or error-free.
- 8.3 The Licensee accepts responsibility for the selection of the Licensed Software to achieve its intended results and acknowledges that the Software has not been developed to meet the individual requirements of the Licensee.
- 8.4 The Licensee acknowledges that any Open-Source Software provided by Draycir is provided "as is" and expressly subject to the disclaimer in Clause 8.5.
- 8.5 All other conditions, warranties or other terms which might have effect between the parties or be implied or incorporated into this licence or any collateral contract, whether by statute, common law or otherwise, are hereby excluded, including the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose or the use of reasonable skill and care.

9. LIMITS OF LIABILITY

- 9.1 Notwithstanding any provision to the contrary, nothing in this Agreement shall limit or exclude Draycir's liability for: death; personal injury; fraud; fraudulent misrepresentation; and any liability which may not be lawfully limited or excluded.
- 9.2 Subject to Clause 9.4, Draycir shall not be liable in any circumstances in connection with this Agreement for consequential, special, incidental or indirect losses, or the following losses whether direct, consequential, special, incidental or indirect losses: loss of profits; loss of revenue; economic loss; loss of business or contracts; loss of anticipated savings or goodwill; loss of data; (or any losses arising from a claim by a third party for any of the above losses); whether arising under contract, statute, tort (including without limitation, negligence), or otherwise.
- 9.3 Subject to Clauses 9.1, 9.2, the aggregate annual liability of Draycir for all claims arising under or in connection with this Agreement (whether arising under contract (including without limitation, in relation to any deliberate repudiatory and fundamental breaches), statute, tort (including without limitation negligence) or otherwise) in any year of this Agreement shall be limited to the Licence Fees paid or payable in the year in which the claim arose.
- 9.4 Nothing in this Clause 9 shall exclude or restrict the Licensee's obligation to pay the Charges.
- 9.5 The Licensee agrees that it will notify Draycir of any breaches of this Agreement, in respect of which it may wish to pursue its legal remedies, within 30 days of the date of which it became aware of the breach (or if earlier, the date from when it should have reasonably become aware of the breach).
- 9.6 The Licensee acknowledges that the Charges have been calculated on the basis that Draycir will exclude and limit its liability as set out in this Agreement.
- 9.7 All dates supplied by Draycir for the delivery of the Licensed Software or the provision of Services shall be treated as estimates. Draycir shall not in any circumstances be liable for any loss or damage arising from any delay in delivery beyond such estimated dates.
- 9.8 All references to "Draycir" in this Clause 9 shall, for the purposes of this clause and Clause 18 only, be treated as including all employees, subcontractors and suppliers of Draycir and its Affiliates, all of whom shall have the benefit of the exclusions and limitations of liability set out in this clause, in accordance with Clause 18.

10. INTELLECTUAL PROPERTY RIGHTS

- 10.1 The Licensee acknowledges that all Intellectual Property Rights in the Licensed Software and any Maintenance Releases belong and shall belong to Draycir or the relevant third-party owners (as the case may be), and the Licensee shall have no rights in or to the Licensed Software other than the right to use it in accordance with the terms of this Agreement.

11. TERMINATION

- 11.1 Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:
- (a) the other party fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment;
 - (b) 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;
 - (c) 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;
 - (d) 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;
 - (e) 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;
 - (f) 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;
 - (g) the holder of a qualifying floating charge over the assets of that other party has become entitled to appoint or has appointed an administrative receiver;
 - (h) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
 - (i) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;
 - (j) 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 Clause 11.1(c) to Clause 11.1(i) (inclusive); or
 - (k) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.
- 11.2 Any provision of this agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this agreement shall remain in full force and effect.
- 11.3 Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.
- 11.4 On termination for any reason:

- (a) all rights granted to the Licensee under this licence shall cease;
- (b) the Licensee shall cease all activities authorised by this licence;
- (c) the Licensee shall immediately pay to Draycir any sums due to Draycir under this licence; and
- (d) the Licensee shall immediately destroy or return to Draycir (at Draycir's option) all copies of the Licensed Software then in its possession, custody or control and, in the case of destruction, certify to Draycir that it has done so.

12. 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.

13. 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.

14. ENTIRE AGREEMENT

- 14.1 This Agreement contains the entire agreement between the Parties with respect to the subject matter of this Agreement (the “**Subject Matter**”) and supersedes and replaces all other written and oral communications between the Parties relating to the Subject Matter. Except for the express provisions in this Agreement (and any express provisions contained in any documentation which is expressly incorporated), all other warranties, conditions, terms, representations, statements, undertakings and obligations whether express or implied by statute, common law, custom, usage or otherwise are hereby excluded to the maximum extent permitted by law. The Parties hereby confirm that they have not relied upon any representations, communications or other matters which have not been expressly stated in this Agreement, whether as an inducement to enter into this Agreement or otherwise. Notwithstanding any provision to the contrary, nothing in this Agreement limits or excludes either Party’s liability for fraudulent misrepresentations.

15. VARIATION

Draycir may vary the terms of this agreement from time to time, such amendment shall be effective from when it is notified to you and/or published at <http://sdmlp.dracycir.com/licenceagreement>. Subject to the foregoing sentence, no of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

16. SEVERANCE

- 16.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

- 16.2 If any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 17. 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 the counterparts shall together constitute the one agreement.
- 18. THIRD-PARTY RIGHTS**
- A person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement, but this does not affect any right or remedy of a third party which exists, or is available, apart from that Act.
- 19. NO PARTNERSHIP OR AGENCY**
- 19.1 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 19.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.
- 20. FORCE MAJEURE**
- Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement (other than in respect of the obligation to pay the Charges) if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 90 days, the party not affected may terminate this agreement by giving 30 days' written notice to the affected party.
- 21. NOTICES**
- 21.1 Any notice given to a party under or in connection with this contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case).
- 21.2 Any notice shall be deemed to have been received:
- (a) if delivered by hand, on signature of a delivery receipt;
 - (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.
- 21.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution. For the purposes of this clause, "writing" shall not include e-mail.

22. GOVERNING LAW AND JURISDICTION

- 22.1 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.
- 22.2 The parties irrevocably agree that the courts of England and Wales shall 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).

SPINDLE PURCHASE INVOICE RECOGNITION LICENCE AGREEMENT TERMS

IMPORTANT NOTICE:

BY DOWNLOADING THE SOFTWARE OR CLICKING ON THE "ACCEPT" BUTTON BELOW YOU AGREE TO THE TERMS OF THE LICENCE WHICH WILL BE A LEGALLY BINDING AGREEMENT.

This subscription agreement is entered into between Draycir Limited incorporated and registered in England and Wales whose registered office is at Regent House, 80 Regent Road, Leicester, LE1 7HE, ("Draycir") and the party identified below as the customer (the "Customer") and is subject to the attached Service Subscription Agreement.

Unless otherwise defined, capitalised terms used in this Order Form will have the meanings set out in the main body of this agreement

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in this agreement.

Authorised Users: those employees of the Customer who are authorised by the Customer to use the Service and Documentation.

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Charges: the subscription charges payable by the Customer to Draycir for the User Subscriptions, as set out in the Order Form.

Confidential Information: information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 9.5.

Customer Data: the data inputted by the Customer, Authorised Users, for the purpose of using the Service or facilitating the Customer's use of the Service.

Data Protection Legislation: unless and until the General Data Protection Regulation ((EU) 2016/679) (GDPR) is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then any successor legislation to the GDPR or the Data Protection Act 1998 and "personal data", "data subject" and "processing" shall be as defined in the Data Protection Legislation.

Documentation: any information made available to the Customer by Draycir online or in hard copy including user training guides or additional information via websites notified by Draycir to the Customer from time to time which sets out a description of the Service and the user instructions for the Service.

Effective Date: the date specified on the Order Form.

Initial Subscription Term: the period set out on the Order Form.

Order Form: the order form to which these terms and conditions are attached.

Renewal Period: the period described in clause 0.

Service: access to the software described in the Order Form.

Subscription Term: has the meaning given in clause 0 (being the Initial Subscription Term together with any subsequent Renewal Periods).

User Subscriptions: the user subscriptions which entitle Authorised Users to access and use the Service and the Documentation in accordance with this agreement.

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 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 Clause, schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns.
- 1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 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.
- 1.8 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.
- 1.9 A reference to writing or written includes e-mail.
- 1.10 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. USER SUBSCRIPTIONS

- 2.1 Subject to the Customer purchasing the User Subscriptions and the other terms and conditions of this agreement, Draycir hereby grants to the Customer a non-exclusive, non-transferable right to permit the Authorised Users to use the Service and the Documentation during the Subscription Term solely for the purpose of the Customer and its employees' internal use.
- 2.2 In relation to the Authorised Users, the Customer undertakes that:

- (a) each Authorised User shall create a strong password for his use of the Service and Documentation and keep it secure;
- (b) it shall notify Draycir when (i) an Authorised User's employment is terminated and/or (ii) it would like to terminate an Authorised User's right to access the Service (and Draycir shall terminate such Authorised User's access to the Service accordingly);
- (c) it shall notify Draycir as soon as is practicable when it reasonably believes that there has been unauthorised access to the Service; and
- (d) it shall be responsible for informing Authorised Users as to the Customer policies and other user guidance with which it requires that such Authorised Users must comply (e.g. confidentiality including in relation to price sensitive information, systems, social media, anti-bribery).

2.3 The Customer shall not access, store, distribute or transmit any Viruses, or use of Service:

- (a) in any way that breaches any applicable local, national or international law or regulation;
- (b) in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
- (c) for the purpose of harming or attempting to harm others including minors in any way or seek to groom or seek to influence minors inappropriately;
- (d) to send, knowingly receive, upload, download, use or re-use any material which does not comply with Draycir content standards set out below;
- (e) to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam);
- (f) to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware;
- (g) to gain unauthorised access to the Service, the server on which the Service is stored or any server, computer or database connected to the Service. Customer must not attack the Service via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, Customer may commit a criminal offence under the Computer Misuse Act 1990. Draycir will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing Customer's identity to them.

The Supplier 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.

2.4 The Customer shall not:

- (a) reproduce, duplicate, copy or re-sell any part of the Service in contravention of the provisions of this agreement;
- (b) access without authority, interfere with, damage or disrupt:
 - (i) any part of the Service;
 - (ii) any equipment or network on which the Service is stored;
 - (iii) any software used in the provision of the Service; or
 - (iv) any equipment or network or software owned or used by any third party.

- (c) except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties:
 - (i) and except to the extent expressly permitted under this agreement, attempt to create derivative works from, or distribute all or any portion of the Service and/or Documentation (as applicable) in any form or media or by any means; or
 - (ii) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Service; or
- (d) access all or any part of the Service and Documentation in order to build a product or service which competes with the Service and/or the Documentation; or
- (e) use the Service and/or Documentation to provide services to third parties (other than to its employees as permitted by this agreement).

2.5 The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Service and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify Draycir.

2.6 The rights provided under this clause 2 are granted to the Customer only, and shall not be considered granted to any subsidiary or holding company of the Customer.

3. THE SERVICE

3.1 The Supplier shall, during the Subscription Term, provide the Service and make available the Documentation to the Customer on and subject to the terms of this agreement. The Supplier reserves the right, but shall not be obliged, to update and/or make changes to the Service from time to time as set out in this clause 3.

3.2 The Supplier shall use commercially reasonable endeavours to make the Service available 24 hours a day, seven days a week, except for maintenance as notified to the Customer from time to time where possible.

4. CUSTOMER DATA

4.1 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.

4.2 Draycir is not obliged to store any Customer Data or Information on the Customer's behalf and the Customer shall be solely responsible for ensuring that it has copies of any information which it uploads to the Service that it requires for back-up and/or any other purposes.

5. SUPPLIER'S OBLIGATIONS

5.1 Draycir undertakes that the Service will perform materially in accordance with the Documentation.

5.2 The undertaking at clause 5.1 shall not apply to the extent of any non-conformance which is caused by use of the Service contrary to Draycir's instructions, or modification or alteration of the Service by any party other than Draycir or Draycir's duly authorised contractors or agents. If the Service does not conform with the foregoing undertaking, Supplier will, at its expense, use all 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 5.1. Notwithstanding the foregoing, Draycir:

- (a) does not warrant that the Customer's use of the Service will be uninterrupted or error-free; or that the Service, Documentation and/or the information obtained by the Customer through the Service will meet the Customer's requirements; and
- (b) 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 Service and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

5.3 This agreement shall not prevent Draycir 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.

5.4 Draycir warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this agreement.

6. CUSTOMER'S OBLIGATIONS

The Customer shall:

- (a) provide Draycir with:
 - (i) all necessary co-operation in relation to this agreement; and
 - (ii) all necessary access to such information as may be required by Draycir;in order to provide the Service, including but not limited to Customer Data, security access information and configuration services;
- (b) comply with all applicable laws and regulations with respect to its activities under this agreement;
- (c) 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, Draycir may adjust any agreed timetable or delivery schedule as reasonably necessary;
- (d) ensure that the Authorised Users use the Service and the Documentation in accordance with the terms and conditions of this agreement and shall be responsible for any Authorised User's breach of this agreement;
- (e) obtain and shall maintain all necessary licences, consents, and permissions necessary for Draycir, its contractors and agents to perform their obligations under this agreement, including without limitation the Service;
- (f) ensure that its network and systems comply with the relevant specifications provided by Draycir from time to time; and
- (g) be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to Draycir'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.

7. CHARGES AND PAYMENT

- 7.1 The Customer shall pay the Charges to Draycir for the User Subscriptions in accordance with this clause 7 and the Order Form.
- 7.2 The Customer shall on the Effective Date provide to Draycir approved purchase order information acceptable to Draycir and any other relevant valid, up-to-date and complete contact and billing details.
- 7.3 Draycir or its authorised agent shall invoice the Customer:
- (a) prior to the Effective Date for the Charges payable in respect of the Initial Subscription Term and the Customer shall pay such invoice before the provision of the Services commences; and
 - (b) subject to clause 0, at least 30 days prior to each anniversary of the Effective Date for the Charges payable in respect of the next Renewal Period and the Customer shall pay each invoice in accordance with the payment terms agreed in writing with Draycir or its authorised agent as applicable.
- 7.4 If Draycir has not received payment by the relevant due date referred to in clause 7.3, and without prejudice to any other rights and remedies of Draycir:
- (a) Draycir may, without liability to the Customer, disable the Customer's password, account and access to all or part of the Service and Draycir shall be under no obligation to provide any or all of the Service while the invoice(s) concerned remain unpaid; and
 - (b) interest shall accrue on a daily basis on such due amounts at an annual rate equal to 4% over the then current Bank of England base lending rate from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.
- 7.5 All amounts and fees stated or referred to in this agreement:
- (a) shall be payable in pounds sterling or such alternative currency stated on the applicable invoice;
 - (b) are non-cancellable and non-refundable;
 - (c) are exclusive of value added tax, which shall be added to Draycir's invoice(s) at the appropriate rate.
- 7.6 Draycir shall be entitled to increase the Charges at the start of each Renewal Period upon at least 30 days' prior notice to the Customer and the Order Form (Charges) shall be deemed to have been amended accordingly.

8. PROPRIETARY RIGHTS

- 8.1 The Customer acknowledges and agrees that Draycir and/or its licensors own all intellectual property rights in the Service and the Documentation.
- 8.2 Save for the Customer Data, Draycir shall be the owner and/or licensee of all patent, copyright, database right, moral right, design right, registered design, trade mark, service mark, domain name, metatag, model, unregistered design (and any Service for any such right) or other intellectual property right anywhere in the world in and to the Service and the Documentation.

- 8.3 Supplier's status (and that of any identified contributors) as the authors of content on the Service must always be acknowledged.
- 8.4 The Customer grants to Draycir a royalty-free, perpetual, non-exclusive, worldwide, transferable licence to use, copy, modify, distribute, publish and process information provided by in the course of using the Service ("Information") on an anonymised basis and to create derivative works based on the Information.
- 8.5 Customer agrees that any suggestions and/or feedback it provides relating to the Service and Documentation may be used and/or implemented by Draycir as it sees fit (at no charge to Draycir).
- 8.6 Draycir confirms that it has all the rights in relation to the Service and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this agreement.

9. CONFIDENTIALITY

- 9.1 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:
- (a) is or becomes publicly known other than through any act or omission of the receiving party;
 - (b) was in the other party's lawful possession before the disclosure;
 - (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure;
 - (d) is independently developed by the receiving party, which independent development can be shown by written evidence; or
 - (e) is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.
- 9.2 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.
- 9.3 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.
- 9.4 Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.
- 9.5 The Customer acknowledges that details of the Service, and the results of any performance tests of the Service, constitute Draycir's Confidential Information.
- 9.6 Draycir acknowledges that the Customer Data is the Confidential Information of the Customer.
- 9.7 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.

9.8 The above provisions of this clause 9 shall survive termination of this agreement, however arising.

10. DATA PROTECTION

10.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 10 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

10.2 The parties acknowledge that:

- (a) if the Supplier processes any personal data on the Customer's behalf when performing its obligations under this agreement, the Customer is the controller and the Supplier is the processor for the purposes of the Data Protection Legislation.
- (b) Schedule 1 sets out the scope, nature and purpose of processing by the Supplier, the duration of the processing and the types of personal data and categories of data subject.
- (c) the personal data may be transferred or stored outside the EEA or the country where the Customer and the Authorised Users are located in order to carry out the Services and the Supplier's other obligations under this agreement.

10.3 Without prejudice to the generality of clause 10.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to the Supplier for the duration and purposes of this agreement so that the Supplier may lawfully use, process and transfer the personal data in accordance with this agreement on the Customer's behalf.

10.4 Without prejudice to the generality of clause 10.1, the Supplier shall, in relation to any personal data processed in connection with the performance by the Supplier of its obligations under this agreement:

- (a) process that personal data only on the written instructions of the Customer unless the Supplier is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Supplier to process personal data (Applicable Laws). Where the Supplier is relying on laws of a member of the European Union or European Union law as the basis for processing personal data, the Supplier shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Supplier from so notifying the Customer;
- (b) not transfer any personal data outside of the European Economic Area and the United Kingdom unless the following conditions are fulfilled:
 - (i) the Customer or the Supplier has provided appropriate safeguards in relation to the transfer;

- (ii) the data subject has enforceable rights and effective legal remedies; and
- (iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred;
- (c) assist the Customer, at the Customer's cost, 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;
- (d) notify the Customer without undue delay on becoming aware of a personal data breach;
- (e) at the written direction of the Customer, delete or return personal data and copies thereof to the Customer on termination of the agreement unless required by Applicable Law to store the personal data; and
- (f) maintain complete and accurate records and information to demonstrate its compliance with this clause 10.

10.5 Each party shall ensure that it has in place appropriate technical and organisational measures, reviewed and approved 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, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it).

10.6 The Customer consents to the Supplier appointing third-party processors of personal data under this agreement. The Supplier confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement incorporating terms which are substantially similar to those set out in this clause 10. As between the Customer and the Supplier, the Supplier shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 10.

10.7 Either party may, at any time on not less than 30 days' notice, revise this clause 10 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).

11. INDEMNITY

11.1 The Customer shall defend, indemnify and hold harmless Draycir 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 the Customer's breach of this agreement provided that:

- (a) the Customer is given prompt notice of any such claim;

- (b) Draycir provides reasonable co-operation to the Customer in the defence and settlement of such claim, at the Customer's expense; and
- (c) the Customer is given sole authority to defend or settle the claim.

12. LIMITATION OF LIABILITY

12.1 This clause 12 sets out the entire financial liability of Draycir (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer:

- (a) arising under or in connection with this agreement;
- (b) in respect of any use made by the Customer of the Service and Documentation or any part of them; and
- (c) in respect of any representation, statement or tortious act or omission (including negligence) arising under or in connection with this agreement.

12.2 Except as expressly and specifically provided in this agreement:

- (a) the Customer assumes sole responsibility for results obtained from the use of the Service and the Documentation by the Customer, and for conclusions drawn from such use. Draycir shall have no liability for any damage caused by errors or omissions in any information, posts, content, instructions or scripts provided to Draycir by the Customer and/or third parties in connection with the Service, or any actions taken by Draycir at the Customer's direction;
- (b) 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; and
- (c) the Service and the Documentation are provided to the Customer on an "as is" basis.

12.3 Nothing in this agreement excludes the liability of Draycir:

- (a) for death or personal injury caused by Draycir's negligence; or
- (b) for fraud or fraudulent misrepresentation.

12.4 Subject to clause 12.2 and clause 12.3:

- (a) Draycir shall not 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 loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising (including not limited to by a virus, distributed denial of service attack, or other technologically harmful material due to Customer's use of the Service) under this agreement; and
- (b) Draycir's total aggregate liability in contract (including in respect of any indemnity), 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 125% of the total Charges paid for the User Subscriptions during the 12 months immediately preceding the date on which the claim arose.

13. TERM AND TERMINATION

This agreement shall, unless otherwise terminated as provided in this clause 13, commence on the Effective Date and shall continue for the Initial Subscription Term and, thereafter, this agreement may be renewed for successive periods of 12 months by agreement between the parties (each a **Renewal Period**), and the Initial Subscription Term together with any subsequent Renewal Periods shall constitute the **Subscription Term**.

13.1 Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:

- (a) the other party 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;
- (b) 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;
- (c) 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;
- (d) 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;
- (e) 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;
- (f) 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;
- (g) a Service 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;
- (h) the holder of a qualifying floating charge over the assets of that other party has become entitled to appoint or has appointed an administrative receiver;
- (i) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- (j) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;
- (k) 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 clause 11.1(c) to clause 11.1(i) (inclusive); or
- (l) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

13.2 On termination of this agreement for any reason:

- (a) all licences granted under this agreement shall immediately terminate;
- (b) each party shall return and make no further use of the any software, equipment, property, documentation and other items (and all copies of them) belonging to the other party;
- (c) Draycir may destroy or otherwise dispose of any of the Customer Data in its possession; and
- (d) 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.

14. FORCE MAJEURE

Draycir shall have no liability to the Customer under this 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 Draycir 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 Customer is notified of such an event and its expected duration.

15. CONFLICT

If there is an inconsistency between any of the provisions in Order Form, the main body of this agreement and the Schedules, the order of precedence shall be the Order Form, then the main body of this agreement and then the Schedules.

16. VARIATION

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

17. 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.

18. 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.

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, and any documents referred to in it, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.
- 20.2 Each of the parties acknowledges and agrees that in entering into this agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this agreement or not) relating to the subject matter of this agreement, other than as expressly set out in this agreement.

21. ASSIGNMENT

- 21.1 The Customer shall not, without the prior written consent of Draycir, 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 Draycir 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. NOTICES

- 24.1 Any notice required to be given under this agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or 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, or sent by fax to the other party's fax number as set out in this agreement. Customer agrees that Supplier may provide Service related communications to it by a general notice on the Service, an email sent to an address provided by Customer, or by other means including mobile number, telephone or mail. Customer agrees to keep its contact information on the Service up to date.

~~24.2~~ 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. A notice sent by email shall be deemed to have been received at the time of transmission.

25. 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.

26. 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).

Schedule 1: Details of Processing of Personal Data

1. PROCESSING BY THE SUPPLIER

1.1 SCOPE

The Processor shall carry out the following processes:

Provide a service to allow the Controller to upload Purchase Invoices for processing into the integrated ERP system.

Provide a service that allows the Controller to manage / verify their Purchase Invoices prior to being posted into the integrated ERP system.

1.2 NATURE & PURPOSE OF PROCESSING:

Processing the data consists of the following: collecting, saving, restricting and deleting data.

The data is processed for the following purpose:

To allow the Controller to upload and post their Purchase Invoices into the integrated ERP system.

1.3 DURATION OF THE PROCESSING

Processing shall begin on the date of installation and will be carried out for a 12-month period or until the purchased pages have been used or is cancelled by the Controller.

Note, the Controller can renew their agreement every 12 months or as and when required.

2. TYPES OF PERSONAL DATA

The following data is to be processed:

The name and the Windows ID of the Controller is stored on every interaction with the service.

The data held within the Purchase Invoices may contain personal data when the Controller uses the service.

3. CATEGORIES OF DATA SUBJECT

The following data subjects are affected by the data being processed:

The Controller using the software.

Annex A. Support and Maintenance agreement

For the avoidance of doubt, in the event that the Licensee has ordered support and maintenance services in respect of the Licensed Software from Draycir's reseller, distributor or other authorised party, then this Annex A shall not apply and shall be replaced by the terms of the Licensee's agreement with such reseller, distributor or other authorised party.

1. Error Correction

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ui-grid

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Respond.js

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