SaaS Agreement

AGREEMENT

As a result of you ("Customer") and **CIPHR LIMITED** a company incorporated in England and Wales (registered no. 04616229) whose registered office is at 28-30 Chapel Street, Marlow, Bucks, SL7 1DD ("CIPHR") signing or otherwise accepting an Order Form in connection with the Services, these are the terms and conditions (referred to in and amended by any Order Form) upon which CIPHR shall supply those services to you. In the absence of any other written and signed agreement expressed by the parties to be the sole agreement with respect to the Services, these terms (and any applicable Order Form) shall apply to the exclusion of any other terms and conditions, including any such terms forming part of or purporting to apply by reason of any purchase order or process initiated or issued by you to CIPHR in connection with CIPHR's Services

1. DEFINITIONS

1.1 In these terms, unless the context otherwise requires, the following words and expressions mean

"Affiliate"	any person, partnership, joint venture, corporation, subsidiary, or other form of enterprise, controlling, controlled by, or under common control with, the Customer or CIPHR
"Agreed Form"	the form and terms of a document agreed, entered into or accepted (including without limitation by any process for acceptance used by the Customer as prescribed on any CIPHR website) in connection with this agreement
"Commencement Date"	the date upon which the URL to enable the Customer to have access to its Customer account on the SaaS Service is issued to the Customer by CIPHR or as otherwise specified in any Order Form
"Current Records"	such number of active Records that the Customer has paid for and is approved by CIPHR under any Order Form from time to time to create in the personal details table on the SaaS Service
"Customer Content"	any editorial content or Intellectual Property provided to CIPHR by the Customer for the development of or integration into or use with or communication through the Software or Services under these terms
"Customer Data"	information of the Customer provided to CIPHR or posted or submitted to the SaaS Service by the Customer or a Customer User
"Customer Obligations"	the obligations of the Customer set out in **clause 3** or elsewhere in this agreement, any Order Form or other documentation or terms designated by CIPHR
"Customer User"	anyone appointed by the Customer to be a user who has an individualised login identification and password and has been approved by the Customer to have access to, use of and enter data using the SaaS Services
"Database"	any database in relation to which CIPHR has spent, or continues to spend, material time and resources on the selection and arrangement of data as an intellectual creation on any website or computer system or network it uses in connection with the SaaS Service, excluding any database created solely by operation of any Third Party Software
"Incident"	the inability of the Customer to use a normally available facility or function of the Software through the SaaS Services due to a fault in the Software or the SaaS Services for which CIPHR is wholly responsible under these terms
"Incident Priorities"	as specified in http://www.ciphr.com/portal/portal-page/saas-incident-priorities-v26-20181101/
"Intellectual Property"	any and all copyright, database rights, trademarks, domain names and all related rights, neighbouring rights including any rights relating to unauthorised extraction or reutilisation, design rights and any other intellectual property rights whether registered or not

Abbey House, 28-30 Chapel St, Marlow, Bucks, SL7 1DD
Tel +44 (0)1628 814000 Fax +44 (0)1628 814001
www.ciphr.com

v26-20181101

CIPHR Limited - Registered in England No: 04616229   Registered Office: Abbey House, 28-30 Chapel Street, Marlow, Bucks, SL7 1DD   VAT Registration No: 242 6611 24

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"Minimum Term"	any minimum number of Subscription Periods agreed to by CIPHR and the Customer in any Order Form
"Order Form"	any electronic or hard copy document in Agreed Form setting out from time to time such matters as the Software, the Commencement Date, Subscription Periods, Subscription Fees and any additional Services to be provided by CIPHR and in the event of any conflict or inconsistency between applicable Order Forms the latter signed by the Customer and CIPHR shall take precedence and be effective between the parties
"Record(s)"	a row of data in the personal details table on the SaaS Service
"SaaS Service(s)"	the provision for the Customer by CIPHR or its contractors of the System Environment to allow the Customer over the internet to access and use the Software and, if applicable Third Party Software, subject to the service support and the service inclusions and exclusions set out in http://www.ciphr.com/portal/portal-page/saas-service-definition-v26-20181101/
"Service(s)"	the services agreed to be provided by CIPHR to the Customer under these terms including without limitation the development, implementation, support and maintenance of any Software, SaaS Service, any applicable Third Party Software, training and other services or the link or access to any third party service specified in any Order Form
"Service Levels"	the service levels for the SaaS Service set out in http://www.ciphr.com/portal/portal-page/saas-service-levels-v26-20181101/
"Software"	CIPHR software or third party software applications and processes specified in any Order Form and installed by CIPHR on the SaaS Service for use by the Customer under these terms
"Subscription Fee(s)"	the fees and charges specified in any Order Form to be paid by the Customer to CIPHR from time to time under this agreement for the SaaS Service and any other services to be provided for the term of any Subscription Period
"Subscription Period"	any period in respect of which the fees set by CIPHR from time to time for the SaaS Services shall have been paid, or agreed unconditionally to be paid, by the Customer under these terms including any such period specified in any Order Form
"Supervisory Authority"	means the body in any member state of the EU with responsibility for administering the laws relating to Data Protection and shall, for the UK mean the UK Information Commissioners Office or any successor or replacement body
"System Environment"	a system of integrated computer hardware, operating systems software, computer peripherals and facilities provided by CIPHR or its contractors to allow the Customer over the internet to access and use the Software and, if applicable Third Party Software
"System Administrator"	a Customer User who has satisfactorily completed all relevant training and is approved by CIPHR in any Order Form to exercise system administration rights as defined by CIPHR from time to time
"Third Party Software"	software provided or licensed by a third party to CIPHR as specified in any Order Form, whether owned or licensed by such third party, to be installed by CIPHR as part of the SaaS Service at the request of and for use by the Customer
"Third Party Software Support"	the support services specified in http://www.ciphr.com/portal/portal-page/third-party-software-support-v26-20181101/ as replaced from time to time to be provided by CIPHR in connection with Third Party Software specified in any Order Form
"Update"	is an updated version of the Software released generally to its commercial users other than a version which includes substantial new functionality as compared to the version already in use by the Customer or which is intended for use with a different operating system or different equipment from that with which the Customer is currently licensed or permitted to use the Software under this agreement or any relevant licence
"Working Day"	Monday to Friday excluding UK bank and public holidays
"Working Hours"	9am to 5.30pm on a Working Day

SaaS Agreement

CIPHR
ALL ABOUT PEOPLE

1.2 Words importing the singular include the plural, words importing any gender include every gender and words importing persons include bodies corporate and unincorporate and (in each case) vice versa

1.3 Where any provision in or appendix to these terms refers to or requires any action consent or notice to be in writing this shall be deemed to include or allow as the case may be writing created transmitted or stored in electronic form including without limitation by email

2. CIPHR KEY RESPONSIBILITIES

2.1 CIPHR shall, subject to and in accordance with these terms and those of any applicable Order Form (including without limitation those relating to payment, Customer Obligations and events of force majeure)

   2.1.1 from the Commencement Date and during any Subscription Period provide or procure the provision of the SaaS Service in accordance with and subject to the Service Levels and Incident Priorities

   2.1.2 provide any other Services specified in any Order Form

   2.1.3 with the full co-operation and assistance of the Customer ensure that any Customer Content is fairly and accurately incorporated in the Software and/or SaaS Services

   2.1.4 with the full co-operation and assistance of the Customer install and provide access to any Third Party Software which CIPHR has agreed to host on the SaaS Service

2.2 If requested by the Customer, CIPHR shall provide training in the use and operation of Software (and, if offered by CIPHR, Third Party Software) on the SaaS Service at its standard fees and charges (including expenses) from time to time. CIPHR will use reasonable efforts to train the Customer's employees in the subject matter of the particular training course taking into account the level of skill and competence of each of the Customer's employees attending such a course but does not guarantee any resultant level of competence of any of the Customer's employees who attend such training. The Customer will ensure that its employees using the Software and any applicable Third Party Software on or in connection with the SaaS Services are trained to a sufficient level to use them competently

2.3 In consideration of payment by the Customer in accordance with the terms hereof and of any applicable Order Form, CIPHR shall, subject to Customer Obligations and events of force majeure

   2.3.1 provide the Services with all reasonable skill and care

   2.3.2 provide suitably skilled and trained personnel to carry out the Services

2.4 Other than as expressly provided in these terms, CIPHR gives no other warranties and any warranties or conditions that might be implied by statute or otherwise into these terms, including but not limited to warranties and conditions of title, non-infringement, merchantability and fitness for a particular purpose, are expressly excluded to the fullest extent permitted by law

3. CUSTOMER KEY RESPONSIBILITIES

3.1 Unless otherwise agreed in writing with CIPHR, the Customer will be solely responsible and liable for all Subscription Fees and other fees for Services as set out in the Order Form

3.2 The Customer shall, subject to and in accordance with these terms

   3.2.1 obtain maintain and provide to CIPHR all necessary authorisations consents, licences and services required for CIPHR to possess, install, operate, maintain, host, use or integrate any third party software (not being Third Party Software or part of the System Environment) required by the Customer for use in conjunction with the Software on the SaaS Services

   3.2.2 if applicable, deliver in a timely manner any Customer Content and any required updates of Customer Content to CIPHR for inclusion in the Software or the Services

   3.2.3 provide CIPHR with any information and assistance which it may reasonably require from time to time to enable CIPHR to perform its obligations under these terms

3.2.4 procure and/or supply, and if necessary, install, support and maintain all software, licences, hardware, network infrastructure, services and environmental and operational conditions that may be required by the customer to connect to and access the internet for the purpose of accessing the SaaS Services.

3.2.5 promptly notify CIPHR of any changes the Customer requires to System Administrators authorised by CIPHR to have access to the SaaS Services

3.2.6 ensure that only adequately trained and authorised persons are permitted to use the SaaS Services and that Customer Users operate the SaaS Service, Software and any applicable Third Party Software in accordance with this agreement and operating procedures, guidelines, codes of conduct and processes reasonably specified from time to time by CIPHR

3.3 The Customer acknowledges and agrees that CIPHR's ability to deliver the Services also depends upon the Customer's timely cooperation and prompt response to issues or requirements referred to it in connection with the Services, as well as the accuracy and completeness of any information the Customer provides.

3.4 The Customer shall, for the purposes of this agreement and if required by any Order Form, afford to the authorised personnel of CIPHR during normal working hours or as otherwise agreed access to any agreed Customer premises and shall provide adequate free working space and such other facilities at such premises as may be reasonably requested by CIPHR to provide applicable Services. The Customer shall comply with its obligations under applicable health and safety regulations with respect to the provision of such access and facilities to CIPHR. CIPHR will take all practical steps to ensure that its personnel will, whenever on Customer's premises, obey all reasonable security and health and safety standards, procedures and directions notified to it by the Customer

3.5 The Customer acknowledges and agrees that it is solely responsible for complying with any laws or paying any taxes duties and tariffs applicable in any way to its use of the Services (other than taxes on the net income of CIPHR) and will hold harmless protect indemnify and defend CIPHR and its subcontractors from any claim action suit penalty tax fine or tariff arising from such use of the Services or exercise of internet electronic commerce and/or any failure to comply with any such laws taxes duties and tariffs. This indemnity will survive any termination of these terms

4. FEES AND PAYMENT

4.1 The Subscription Fees and other fees for Services shall be invoiced to and paid by the Customer in advance of the period to which they relate or otherwise at the discretion of CIPHR or, if applicable, in accordance with any payment profile set out in any Order Form. In the event of any termination of this agreement during any agreed Minimum Term, the whole of the Subscription Fees and other fees for Services (together with VAT thereon) payable with respect to such Minimum Term shall become immediately due and payable. Invoices and payments shall be in Pounds Sterling (£) unless otherwise agreed. Except for any payment due and payable as set out in any Order Form, all payments shall be made by the Customer within fourteen (14) days of the date of the appropriate tax invoice issued by CIPHR

4.2 Unless otherwise agreed in any Order Form, fees for all other Services shall be charged on a time and materials basis. Any estimated fee is based on the number of days estimated by CIPHR as being required for the provision of the relevant agreed Services. Subject to **clause 4.7**, CIPHR shall be entitled to charge the Customer for any additional days required in order to complete the provision of agreed Services. CIPHR shall also be entitled to charge for additional days attributable to any changes agreed by the parties to Services to be delivered under these terms or any breach of these terms by the Customer

4.3 Unless otherwise agreed in any Order Form, the Customer shall reimburse CIPHR for any reasonable expenses necessarily incurred by CIPHR in connection with the provision of the Services

4.4 The Subscription Fees and other fees for Services are exclusive of Value Added Tax or other Government imposed excises or taxes (if any) which shall be paid by the Customer at the rate and in the manner for the time being prescribed by law. All sums payable to CIPHR under this agreement shall be paid free and clear of all deductions or withholdings unless the deduction or withholding is required by law. If any deduction or withholding is required by law to be made from any such sum the Customer shall pay such additional amount as shall be required to ensure that the net amount received by CIPHR will equal the full amount which would have been received by it had no such deduction or withholding been made

4.5 In accordance with the Late Payments Of Commercial Debts (Interest) Act 1998, if any sum payable under these terms is not paid within 30 days after the due date then (without prejudice to CIPHR's other rights and remedies) CIPHR reserves the right to charge interest on such sum on a day to day basis (as well after as before any judgment) from the date or last date for payment thereof to the date of actual payment (both dates inclusive) at the statutory interest rate set by the Secretary of

State from time to time pursuant to section 6 of the said Act which shall include the base rate of the Bank of England (or such London Clearing Bank as CIPHR may nominate) from time to time in force compounded quarterly. Such interest shall be paid on demand by CIPHR. To be excluded from the late payment charge a bona fide disputed invoice amount shall be notified in writing to CIPHR within fourteen days of receipt of the relevant invoice

4.6 Except where defined in Service Levels or where otherwise agreed by the parties in writing, the Services shall be provided during Working Hours. Where the Services are provided outside these times at the written request of the Customer, CIPHR may increase its then current per hour and per day rates by 100% or by 150% respectively in the case of Services provided on a Sunday or United Kingdom statutory holiday

4.7 As soon as practicable upon becoming aware that the number of days estimated for the provision of any agreed Services will need to be exceeded to enable the relevant Service to be completed or delivered CIPHR shall notify the Customer of the fact and the reasons therefor and provide to the Customer CIPHR's reasonable estimate of the additional days required to complete the provision of the relevant Service. CIPHR shall not be entitled to invoice the Customer for any days in excess of those estimated with respect to any Service without the consent of the Customer provided that the Customer acknowledges and accepts that the withholding of any such consent by it may result in the relevant Service not being completed or delivered

4.8 Once a date for the delivery of Services has been agreed by the Customer and CIPHR then any cancellation by the Customer or CIPHR shall be in accordance with CIPHR's cancellation policy as specified in http://www.ciphr.com/portal/portal-page/cancellation-policy-v26-20181101/. CIPHR reserves the right to cancel or postpone any Services in the event of circumstances beyond its control, in which case its liability will be limited to refunding any fees paid in respect of the delivery of those Services on that date if a rescheduled date cannot be agreed

4.9 The Customer acknowledges and agrees that if any invoice (not subject to a bona fide dispute) is not paid on the due payment date then CIPHR shall be under no obligation to continue to provide the SaaS Services or other Services to the Customer and delivery of such services may be suspended (without prejudice to CIPHR's rights under **clause 11**) unless and until the relevant invoice shall be paid in full. The Customer shall indemnify CIPHR against all legal and other fees and expenses incurred or charged by it in relation to the collection of any overdue accounts under this agreement or to re-activate any Service suspended under this **clause 4.9**

5. RIGHTS IN SERVICES, SOFTWARE AND DATA

5.1 Subject to any special terms that CIPHR may agree with the Customer in any Order Form, the Customer acknowledges and agrees that except for Third Party Software, CIPHR work product provided, deployed or created pursuant to the Services, the Software and any Order Form consists of original work and materials undertaken by CIPHR either previously or in performing its obligations under these terms (together "CIPHR Intellectual Property"). The Customer acknowledges and agrees that the copyright and all other Intellectual Property in such CIPHR Intellectual Property whenever created shall remain the exclusive property of CIPHR and the Customer shall have no rights in respect thereof save as may be granted to it by CIPHR pursuant to these terms or in accordance with any licence or agreement which CIPHR may enter into with the Customer from time to time. For the avoidance of doubt, CIPHR Intellectual Property shall include, without limitation, original work specifically undertaken by CIPHR for the purposes of fulfilling its obligations under these terms and in order to meet any facilities or functionality required by the Customer in any Software whether or not such original work is identified under any Order Form, specification or other documentation. The Customer agrees to use the CIPHR Intellectual Property only as provided in these terms and to not use it to develop software for third parties or for any other purpose

5.2 The Customer acknowledges and agrees that, subject to **clauses 5.3, 13.6 and 13.7**

5.2.1 all Intellectual Property of any kind in any Database and all CIPHR Intellectual Property shall be the exclusive property of CIPHR

5.2.2 CIPHR has spent, and continues to spend, considerable time and resources to collate, compile and reformat the contents of any Database and accordingly all Intellectual Property of any kind in such contents shall be the exclusive property of CIPHR

5.2.3 CIPHR grants to the Customer a non-transferable licence to possess and use for its own internal purposes only all data, reports and information, including without limitation in relation to Customer Data, derived from any Database by the Customer through its lawful and proper use of the SaaS Services during such Subscription Periods in respect of which the Customer shall have paid to CIPHR in advance all applicable Subscription Fees

5.3 CIPHR acknowledges and agrees that copyright in Customer Content and Customer Data may belong to the Customer or a third party and for the avoidance of doubt asserts no claim pursuant to these terms inconsistent with any such rights

5.4   If CIPHR provides or makes available to the Customer, as part of or in connection with the Services, data reports or information the use of which is subject to conditions or restrictions, third party or otherwise notified to the Customer, the Customer agrees to comply with such conditions or restrictions

5.5   The Customer agrees that it will not make more copies of data reports or information provided to it or made available to Customer as part of or in connection with the Services than is reasonably necessary for its own internal purposes and shall only publish and circulate such reports or information within its own organisation

5.6   The Customer agrees

   5.6.1   not to copy data reports or information provided or made available to Customer as part of or in connection with SaaS Services to create a complete or material reconstruction of any Database

   5.6.2   not to use data reports or information provided or made available to Customer as part of or in connection with SaaS Services to provide any service competing with the Services

5.7   The Customer shall

   5.7.1   not remove or interfere with any trademarks, copyright or trade mark notices affixed or installed by CIPHR on any Service or copy of the Software or other CIPHR Intellectual Property

   5.7.2   without prejudice to the foregoing take all such other reasonable steps to protect the Confidential Information (as defined below) and CIPHR Intellectual Property in its possession or control from access use or copying not authorised by these terms

5.8   Subject to **clause 13**, if, at any time that CIPHR is providing the SaaS Services to the Customer, the Customer requests that CIPHR provide it with a copy of the Customer Data held by CIPHR on the SaaS Services, CIPHR shall provide the Customer with a copy of such Customer Data as at the date of the request, or at such other date as is agreed, provided that the Customer shall have paid to CIPHR

   5.8.1   any data transfer fee specified for such data transfer from time to time or as otherwise agreed (together with the cost of any medium upon which such data is transferred)

   5.8.2   all other invoices issued by CIPHR with respect to the Services provided to the Customer

   5.8.3   any fees or charges at CIPHR's then applicable rates raised by CIPHR for the provision of any assistance reasonably requested by the Customer and provided or to be provided by CIPHR in connection with the transfer of such Customer Data

5.9   **Clause 5** shall survive any termination of these terms

6.   SERVICE USE

6.1   The Customer unconditionally represents warrants and undertakes that all Customer Content including without limitation any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to CIPHR for the development of or integration into or use with or communication through the Services or the Software, any applicable Third Party Software

   6.1.1   are owned by the Customer or that the Customer has permission from the rightful owner to use such Customer Content in the Services or Software or any applicable Third Party Software in the manner and for the purposes required or approved by the Customer from time to time

   6.1.2   are in no way whatsoever a violation or infringement of any third party Intellectual Property, right of privacy or publicity or any other rights of any person and that they are not offensive, abusive, defamatory, obscene, menacing or in any other way unlawful and will not in any way inhibit restrict or impair the free and/or unrestricted performance by CIPHR of any rights or obligations it has under these terms

6.2   The Customer represents and warrants that

   6.2.1   it possesses the legal right and ability to enter into and comply with these terms and any licence conditions attaching from time to time to the use of the Software or Third Party Software

   6.2.2   it will use the Services, the Software and, if applicable, any Third Party Software for lawful purposes only and in accordance with all applicable laws and regulations

6.2.3   except as may be permitted by law, it will not attempt to decompile, reverse engineer or hack any website or computer network CIPHR uses in connection with the SaaS Services or to defeat or overcome any encryption and/or other technical protection methods implemented by CIPHR with respect to any such website or network and/or data transmitted, processed or stored by CIPHR or other users of such website or network

6.2.4   it will not use any automatic or manual device or process nor take any steps (including penetration testing, without the prior written authority of CIPHR) to interfere with or in any manner compromise any security measures or the proper working of any website or computer network CIPHR uses in connection with the Services

6.2.5   it will ensure that Customer Users do not use any other individual's or entity's login or identity or any unauthorised or inadequately licensed computer, device or facility to access or use the Services or any website or computer network CIPHR uses in connection with the Services and that only System Administrators login and exercise System Administrator rights and privileges on any such website or network

6.2.6   it will not collect any information or communication about CIPHR or other users of SaaS Services by monitoring or intercepting any process of the Services, the Software or any applicable Third Party Software

6.2.7   it will not use any facility, device, software code or software instruction that is designed or intended to be used to provide a means of surreptitious or unauthorised access or that is designed or intended to distort, delete, damage or disassemble the Software, any applicable Third Party Software or Service or any website or computer network CIPHR uses in connection with the SaaS Services

6.2.8   it will not use the Software any applicable Third Party Software or the SaaS Services to develop, generate, transmit or store information that infringes any third party's Intellectual Property or other proprietary right or is defamatory, harmful, abusive, obscene or hateful or transmits any unsolicited commercial communication not permitted by applicable law or constitutes harassment or a violation of privacy or threatens others or impersonates any other person or steals or assumes any person's identity (whether a real identity or online nickname or alias) and

6.2.9   if requested by CIPHR on reasonable grounds it will provide, based on its knowledge, information and belief having made all reasonable enquiries, true, accurate, current and complete information on its use of any website or computer network CIPHR uses in connection with the SaaS Services

6.3   CIPHR reserves the right to involve, and cooperate with, law enforcement authorities in prosecuting users who have participated in actions that may involve breaches of this **clause 6**

6.4   If CIPHR has reasonable grounds to suspect that the Customers representations, warranties or promises are inaccurate or breached, CIPHR may suspend (without prejudice to any right to terminate) the Customer's rights, benefits or services under or terminate these terms and any licence attaching from time to time to the use of the Software or Services

6.5   The Customer hereby agrees to hold harmless protect indemnify and defend CIPHR and its subcontractors from any liability (including legal and administrative fees and costs on a full indemnity basis) or any claim, prosecution or suit, threatened or actual, arising from any breach by the Customer of its obligations under this **clause 6** or from any use by CIPHR of Customer Content authorised by the Customer

6.6   The foregoing warranties, promises and indemnities in this **clause 6** shall survive any termination of these terms

7.   DISPUTE RESOLUTION

Each party shall use its best endeavours to resolve amicably and expeditiously any dispute which may arise between them concerning these terms, any Order Form or any documents incorporated by reference therein. If a dispute cannot be resolved amicably within 7 days of such dispute being notified in writing by one party to the other for the purposes of this **clause 7** then the dispute shall be determined as follows

7.1   If the dispute is of a technical nature concerning the interpretation of any Order Form or relating to the functions or capabilities of the Software, any applicable Third Party Software or the Services or any similar or related matter or that the parties agree is of a technical nature ("Technical Dispute") then such dispute shall be referred to the next scheduled meeting of the parties or a meeting of the parties expeditiously convened for this purpose

7.2   If such meeting cannot resolve a Technical Dispute to the satisfaction of both parties then the dispute will be referred as a matter of urgency to an appropriately qualified senior manager or director of each party

7.3   If such senior managers or directors cannot resolve a Technical Dispute within 21 days of the meeting referred to in **clause 7.1** or such other period that they may agree then the parties shall attempt to settle the dispute by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator will be nominated by CEDR. To

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initiate the mediation a party must give notice in writing (an "ADR Notice") to the other party to the dispute requesting a mediation. A copy of the request shall be sent to CEDR Solve. The mediation will start not later than 10 Working Days after the date of the ADR Notice. If the matter has not been resolved by mediation within 30 days of the initiation of such procedure, or if a party will not properly participate in the mediation procedure within 5 days of a request by the other party, the dispute shall be resolved in accordance with **clause 7.4**

7.4   Non-technical disputes shall be referred as a matter of urgency to the managing directors of each party and if they cannot resolve such dispute within 21 days of it being referred to them then the dispute shall be determined by the English Courts and the parties hereby submit to the exclusive jurisdiction of those courts for such purpose

8.   LIABILITY AND LIMITATIONS

CUSTOMER'S ATTENTION IS EXPRESSLY DRAWN TO THE PROVISIONS OF THIS CLAUSE

8.1   Limitation of liability.

The obligations accepted by CIPHR in **clause 2.3** are in lieu of all other warranties of any kind, express or implied, regarding any software, services, data, reports or documentation including any SaaS Services provided or procured by CIPHR including warranties of quality, performance, non-infringement, merchantability, or fitness for a particular purpose. Nor are there any warranties created by course of dealing, course of performance, or trade usage. Further CIPHR does not represent or warrant that the Software, the SaaS Service or any applicable Third Party Software or third party service will always be available, accessible, uninterrupted, timely, secure, accurate, complete, error-free, or will operate without packet loss, nor does CIPHR warrant any connection to or transmission from the internet

The SaaS Services and any applicable Third Party Software or third party service may be subject to limitations, delays and other problems inherent in the use of the internet and electronic communications. CIPHR is not responsible and shall have no liability, including liability for negligence, of any kind for any delays, delivery failures or other damage or loss resulting in any way from such use or for the continuing existence, operation, interoperability, facilities or functions or consequences arising from the Customer's use of the internet or any other electronic communications facility used by the Customer to access the SaaS Services or for any other losses that were not caused by CIPHR's breach of these terms

Subject to **clause 8.5**, CIPHR shall not in any circumstances be liable whether in contract, tort (including for negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, for:

(a)   any loss (whether indirect or direct) of profits, business opportunities, revenue, turnover, reputation or goodwill:

(b)   any loss or corruption (whether indirect or direct) of data or information;

(c)   loss (whether indirect or direct) of anticipated savings or wasted expenditure (including management time); or

(d)   any loss or liability (whether indirect or direct) under or in relation to any other contract.

This shall not prevent claims for direct financial loss that is not excluded under any categories set out in sub-clauses (a) to (d) above or tangible property or physical damage.

Subject to **clause 8.5**, CIPHR's total aggregate liability in contract, tort, (including for negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent) arising in connection with the performance of this Agreement shall be limited to the total Subscription Fees paid by the Customer to CIPHR during the twelve month period immediately before the date on which the cause of action first arose or , if the cause of action arose during any period before twelve months had elapsed from the Commencement Date, during such shorter period.

8.2   Customer acknowledges and agrees that CIPHR has no liability of any nature whatsoever

8.2.1   to any person for the content of any third party communications publications or sources from which any data, reports or information is provided through Customer's use of the SaaS Service or other applicable Service or

8.2.2   for such data, reports or information including without limitation its accuracy, quality, integrity, reliability or appropriateness for any purpose and the Customer shall be solely responsible and liable for any use it makes of such data, reports or information including any breach of copyright or other right obligation or duty recognised by the laws of any jurisdiction

8.3   CIPHR does not give any opinions or advice concerning the use or non-use of any data reports or information provided or available to the Customer through its use of the SaaS Services or any applicable Third Party Software or third party service.

Such data reports or information may need further expert or specialist advice or interpretation to be obtained by the Customer before they can be fully or partly understood or assessed or use made of or reliance placed on them

8.4   CIPHR accepts no liability for any claim notified to it more than six (6) months after the date the Customer becomes aware of the claim

8.5   Nothing in these terms shall exclude or limit the liability of CIPHR, for fraudulent misrepresentation, fraud or death or personal injury caused by its negligence or the negligence of their employees or any liability for any implied terms which cannot be excluded or limited by law or any liability which cannot be excluded or limited by law

8.6   For the avoidance of doubt, except in respect of payment, time shall not be of the essence of this contract. If CIPHR shall fail to provide access to or use of the Software, any applicable Third Party Software or any Service by any applicable agreed date, other than as a consequence of any act or omission of the Customer (whether or not such act or omission constitutes a breach of these terms) or a third party over which CIPHR has no control or responsibility, then CIPHR shall use all reasonable efforts to provide such resources as may be at its disposal and reasonably required in order to provide access to or use of the Software or such Services within the shortest possible time thereafter and compliance by CIPHR with this **clause 8.6** shall be in full and final settlement of any liability it may have for any loss or damage suffered by the Customer as a result of such delay by CIPHR

8.7   The limitations contained in this section do not apply to either the Customer or CIPHR for breach of their respective confidentiality obligations in **clause 10** or for breaches of each other's Intellectual Property

8.8   The Customer and CIPHR agree that all terms and limitations of these terms, including the warranty and liability limitations and exclusions, are fair and reasonable in light of the amounts to be paid by the Customer, the nature of the Services, the strength of the bargaining position of each party, the alternative ways the Customer's needs could have been met and the potential benefits and risks for both party in entering into these terms

9.   FORCE MAJEURE

Notwithstanding anything else contained in these terms, neither party shall be liable for any delay in performing its obligations under these terms or any Order Form except in respect of payment if such delay is caused by circumstances beyond its reasonable control and any delay caused by any act or omission of the other party (whether or not such act or omission constitutes a breach of these terms) or a third party provided however that any delay by a sub-contractor or supplier of the party so delaying shall not relieve that party from liability for delay except where such delay is beyond the reasonable control of the sub-contractor or supplier concerned. The performance of the affected party's obligations shall be suspended during the period that the relevant circumstances persist and, if applicable to any obligation under these terms or any Order Form, the affected party shall be granted an extension of time for performance equal to the period of the delay. Except where such delay is caused by the act or omission of the other party (in which event the rights, remedies and liabilities of the parties shall be those conferred and imposed by the other terms of these terms and by law) any costs arising from such delay shall be borne by the party incurring the same. Both parties will in any event use all reasonable endeavours to mitigate the impact of any event of force majeure and to recommence performance of their obligations under these terms as soon as reasonably possible

10.   CONFIDENTIALITY

10.1   Definition of Confidential Information and Exclusions.

"Confidential Information" means non-public information that a party to these terms ("Disclosing Party") designates as being confidential to the party that receives such information ("Receiving Party") or which, under the circumstances surrounding disclosure ought to be treated as confidential by the Receiving Party and includes, without limitation, information in tangible or intangible form relating to and/or including released or unreleased Disclosing Party software or hardware products, the marketing or promotion of any Disclosing Party software or hardware products, the marketing or promotion of any Disclosing Party product, Disclosing Party's business policies, plans or practices, its personnel, customers or suppliers, Customer Data and information received from others that Disclosing Party is obligated to treat as confidential. If any party has any doubts about what constitutes Confidential Information then such party agrees to consult with the other party before acting in any manner that may breach its obligations under these terms

Except as otherwise indicated in these terms, the term "Disclosing Party" also includes all Affiliates of the Disclosing Party and, except as otherwise indicated, the term "Receiving Party" also includes all Affiliates of the Receiving Party

Confidential Information shall not include any information, however designated, that

10.1.1 is or subsequently becomes publicly available without Receiving Party's breach of any obligation owed to Disclosing Party

10.1.2 became known to Receiving Party prior to Disclosing Party's disclosure of such information to Receiving Party pursuant to or prior to or in contemplation of these terms

10.1.3 became known to Receiving Party from a source other than Disclosing Party other than by the breach of an obligation of confidentiality owed to Disclosing Party

10.1.4 is independently developed by Receiving Party without use of Disclosing Party's Confidential Information or

10.1.5 constitutes Suggestions (as defined in **clause 10.4** of these terms)

10.2 Obligations Regarding Confidential Information.

Receiving Party shall

10.2.1 refrain from disclosing any Confidential Information of the Disclosing Party to third parties for ten (10) years following the date that Disclosing Party first discloses such Confidential Information to Receiving Party

10.2.2 take reasonable security precautions, at least as great as the precautions it takes to protect its own confidential information, but no less than reasonable care, to keep confidential the Confidential Information of the Disclosing Party and shall procure that all of its directors, employees, professional advisers and sub-contractors who have access to any information of the disclosing party to which the obligations of **clause 10** apply shall be made aware of those obligations

10.2.3 not disclose any Confidential Information to its sub-contractors without first obtaining their written agreement to confidentiality obligations no less onerous than those set out in this **clause 10**

Receiving Party may disclose Confidential Information of Disclosing Party in accordance with a judicial or other governmental order, provided that Receiving Party either

10.2.4 gives the Disclosing Party reasonable notice prior to such disclosure to allow Disclosing Party a reasonable opportunity to seek a protective order or equivalent, or

10.2.5 obtains written assurance from the applicable judicial or governmental entity that it will afford the Confidential Information the highest level of protection afforded under applicable law or regulation. Notwithstanding the foregoing, the Receiving Party shall not disclose any computer source code that contains Confidential Information of the Disclosing Party in accordance with a judicial or other governmental order unless it complies with the requirement set forth in **clause 10.2.4**

Receiving Party shall notify the Disclosing Party immediately upon discovery of any unauthorised use or disclosure of Confidential Information or any other breach of this **clause 10** by Receiving Party and its employees and consultants, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and prevent its further unauthorised use or disclosure

Upon termination of these terms for any reason, Receiving Party shall, at Disclosing Party's request, return all originals, copies, reproductions and summaries of Confidential Information and all other tangible materials and devices provided to the Receiving Party as Confidential Information, or at Disclosing Party's option, destroy and then certify destruction of the same

10.3 Miscellaneous.

The Customer is responsible for maintaining the confidentiality of any passwords which are required to access the Software and the Services and is solely responsible for any damage caused by any unauthorised access.

The parties acknowledge that monetary damages may not be a sufficient remedy for unauthorised disclosure of Confidential Information and that Disclosing Party shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction

All Confidential Information is and shall remain the property of Disclosing Party. By disclosing Confidential Information to Receiving Party, Disclosing Party does not grant any express or implied right to Receiving Party to or under any patents, copyrights, trademarks, or trade secret information except as otherwise provided herein. Disclosing Party reserves without prejudice the ability to protect its rights under any such patents, copyrights, trademarks, or trade secrets except as otherwise provided herein

10.4 Suggestions.

The Customer may from time to time provide suggestions, comments or other feedback ("Suggestions") to CIPHR with respect to Confidential Information concerning the Services or the Software. Both parties agree that all Suggestions are and shall be given entirely voluntarily. Suggestions, even if designated as confidential by the Customer, shall not, absent a separate written agreement, create any confidentiality obligation for CIPHR. Furthermore, except as otherwise provided herein or in a separate subsequent written agreement between the parties, CIPHR shall be free to use, disclose, reproduce, license or otherwise distribute, and exploit the Suggestions provided to it as it sees fit, entirely without obligation or restriction of any kind on account of Intellectual Property or otherwise

10.5   Use of Data.

Provided that all Customer Data disclosed or made available pursuant to this **clause 10.5** to any third party shall not identify such data with the Customer nor specifically identify any individual, company or entity, CIPHR may access, process, use and disclose to third parties data posted by or on behalf of the Customer on any website or computer network CIPHR uses in connection with the SaaS Services (including Customer personnel data) as reasonably necessary to operate or maintain the SaaS Services or the Software (including virus scanning), to comply with obligations of confidentiality CIPHR has to the Customer or other customers, to evaluate or improve the performance and implementation of and to promote and market SaaS Services or the Software, to perform statistical analyses and other data mining activities and to present such data in whatever format CIPHR requires to measure, amongst other things, interest in and use of SaaS Services or the Software and to develop and design new products and services

11.   TERMINATION

11.1   Unless otherwise agreed, any SaaS Service shall commence on the relevant Commencement Date and shall continue thereafter only during such periods in respect of which the applicable Subscription Fee shall have been paid in full to CIPHR unless and until terminated under **clause 11.2**. Unless the parties otherwise agree in writing, at the end of any Subscription Period, or Minimum Term if applicable, this agreement and the Services will automatically be extended for a subsequent minimum Subscription Period unless the Customer or CIPHR gives not less than three calendar months notice of termination with effect at the expiry of the then current Subscription Period

11.2   Either party may terminate these terms by written notice to the other if

11.2.1   the other party commits any breach of any provision of these terms or any effective Order Form which is capable of remedy (including for the avoidance of doubt any breach referred to in **clause 11.2.2**) and that other party fails to remedy the breach within 14 days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied

11.2.2   the other party commits any breach of any provision of these terms which constitutes a material breach (material breach for this purpose meaning a breach that has caused or, with the passage of time, will cause substantial harm to the interests of the innocent party or if it involves knowing and unauthorised infringement of the innocent party's Intellectual Property, or if it involves intentional or grossly negligent unauthorised disclosure or use of the innocent party's Confidential Information, or if it involves a continuing failure after warning to pay any undisputed fees when due, or if the aggregate effect of non-material breaches by the same party satisfies these standards for materiality)

11.2.3   the other party shall have a receiver or administrative receiver appointed or shall pass a resolution for winding-up (otherwise than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or a court of competent jurisdiction shall make an order to that effect or if the other party shall become subject to an administration order (or have an administrator appointed) or shall enter into any voluntary arrangement with its creditors or shall cease or threaten to cease to carry on business

11.2.4   there are no outstanding Services agreed to be provided under these terms

11.2.5   the other party breaches the Bribery Act 2010 in relation to this Agreement

11.3   Upon any termination of these terms

11.3.1   provisions regarding fees and expenses, rights arising from Services, confidentiality and protection of Intellectual Property, limitations of liability, obligations on termination and any provisions specified as surviving in any Order Form will remain in effect

11.3.2   subject as otherwise provided in these terms and to any rights or obligations which have accrued prior to termination, neither party shall have any further obligation to the other under these terms

12. GENERAL

12.1 Neither party has been induced to enter into these terms by a statement or promise which it does not contain. These terms and any applicable Order Form constitute the entire agreement between CIPHR and the Customer with respect to the supply of Services and supersedes all previous communications, representations and agreements either written or oral (save for fraudulent misrepresentation) with respect thereto and the Customer agrees that, in entering into this Agreement, either it did not rely on any representations (whether written or oral) of any kind or by any person other than those expressly set out in this Agreement or (if it did rely on any representations, whether written or oral, not expressly set out in this Agreement) that it shall have no remedy in respect of such representations and (in either case) CIPHR shall have no liability otherwise than pursuant to the express terms of this Agreement. This shall not exclude any liability which a party would otherwise have to the other party in respect of any statement made fraudulently by that party prior to the date of these terms. The application of any general terms and conditions upon which the Customer trades or which it seeks to impose by inclusion in any purchase order or by way of course of trading or otherwise are excluded and shall be of no effect

12.2 Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld); provided, however, CIPHR may assign this Agreement in its entirety (together with all Order Forms), without the other party's consent to its Affiliate or in connection with a merger, acquisition, corporate reorganisation, or sale of all or substantially all of its assets. Notwithstanding the foregoing, if a party is acquired by, sells substantially all of its assets to, or undergoes a change of control in favour of, a direct competitor of the other party, then such other party may terminate this Agreement upon providing fourteen day's written notice. In the event of such a termination CIPHR will refund to the Customer any prepaid Subscription Fees relating to the Subscription Period after the effective date of such termination. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

12.3 This agreement shall be governed by and construed in accordance with English law and the parties submit to the exclusive jurisdiction of the English courts

12.4 Each provision of these terms shall be construed separately and notwithstanding that the whole or any part of any such provision may be held by any body of competent jurisdiction to be illegal invalid or unenforceable the other provisions of these terms and the remainder of the provision in question shall continue in full force and effect. The parties hereby agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible the economic legal and commercial objectives of the invalid or unenforceable provision

12.5 During the period during which CIPHR is providing the Services and for a period of 9 months thereafter neither party shall (whether personally or by its agent and whether for itself or on behalf of any other person, firm or company) recruit, solicit, induce or seek to induce any employee or contractor of the other party involved in the performance of the Services or obligations under these terms to leave its employment or terminate or breach its contract with such other party, provided however, that neither party will be precluded from engaging in general recruiting techniques that do not target the employees of the other party and from employing any person responding to such general solicitation. In the event that a party is in breach of this **clause 12.5** it shall pay to the party which has suffered loss as a result of such breach (the "innocent party"), by way of a genuine pre-estimate of the innocent party's damages, a sum calculated at the total aggregate value of fees, salary and other benefits paid to the employee or contractor concerned by the innocent party during the last 6 months of such employee's employment or contractor's engagement with the innocent party

12.6 The relationship of CIPHR to the Customer is solely that of independent contractor, and nothing contained herein is intended or will be construed as establishing an employment, joint venture, partnership, commission agent or other business relationship between the parties

12.7 Any variation of these terms must be in writing, expressly state that it forms part of the contractual arrangements between the parties and be signed by an authorised representative of each of the parties. No term or provision hereof will be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the party claimed to have waived or consented

12.8 The Customer agrees that CIPHR may refer to the Customer as a customer of CIPHR and as a user of its Software in CIPHR marketing and public relations material. For the avoidance of doubt, this **clause 12.8** does not give either party the right to disclose Confidential Information

12.9 The parties confirm their intent not to confer any rights on any third parties by virtue of this agreement and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to this agreement

12.10   CIPHR in its sole discretion may accept, by notice in writing to the Customer to that effect, that a facsimile or scanned copy of an original signature transmitted or emailed to it by the Customer is effective to create a binding agreement as if the document bearing the original signature had been sent to it

13.   DATA PROTECTION

13.1   In this **clause 13** and for the purposes of this agreement;

The Data Protection Legislation ("DPL") means;

the Data Protection Act 1998 as this Act is for the time being in force and includes any subordinate legislation made under such Act and any provision amending, superseding or re-enacting it including;

(i)   prior to 25 May 2018, Directive 95/46/EC of the European Parliament and of the Council on the protection of individuals with regard to the Processing of Personal Data and on the free movement of such data;

and

(ii)   on and after 25 May 2018, Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the Processing of Personal Data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation);

and;

"Processing", "Personal Data", "Data Controller", "Data Processor", bear the meanings set out in the DPL

13.2   The Customer acknowledges that in connection with the performance of its obligations under these terms CIPHR is a Data Processor and it and any outsource hosting entity that CIPHR may use in connection with the SaaS Services ("Sub-Processors") may carry out Processing on Personal Data contained in any Customer Data ("Customer Personal Data").

13.3   The Customer hereby instructs CIPHR and any Sub-Processors to carry out such Processing on Customer Personal Data as is reasonably required by CIPHR to perform its obligations under these terms and CIPHR agrees to Processing Customer Personal Data solely in accordance with such instruction (the "Permitted Purpose"). The Customer may vary the instruction given by this **clause 13.3** with respect to the Processing of Customer Personal Data at any time by written notice to CIPHR provided that CIPHR shall have no liability of any kind to the Customer for any loss or damage suffered by or claim made by any person against the Customer arising directly or indirectly from CIPHR complying with such notice. CIPHR shall carry out such operations in compliance with the DPL and all applicable laws and regulations relating to processing of personal data and privacy and shall, without limitation to the foregoing

13.3.1   taking into account the state of technological development at any time and the cost of implementing any measures take at all relevant times appropriate technical and organisational measures against unauthorised or unlawful processing of Customer Personal Data and against accidental loss or destruction of, or damage to, Customer Personal Data, such measures to ensure a level of security appropriate to the risks represented by the Processing, the harm that may result from a breach of security and the nature of the data to be protected

13.3.2   ensure that any person that it authorises to process the Customer Personal Data (including its staff, agents and subcontractors) (an "Authorised Person") shall be subject to a strict duty of confidentiality (whether a contractual duty or a statutory duty), and shall not permit any person to process the Customer Personal Data who is not under such a duty of confidentiality. CIPHR shall ensure that all Authorised Persons process the Customer Personal Data only as necessary for the Permitted Purpose.

13.3.3   not transfer the Customer Personal Data (nor permit the Customer Personal Data to be transferred) outside of the European Economic Area ("EEA") unless;

(i)   it has first obtained the Customer's prior written consent, such consent to not be unreasonably delayed or withheld;

and

(ii) it takes such measures as are necessary to ensure the transfer is in compliance with applicable DPL.

13.4   CIPHR shall only disclose Customer Personal Data with the prior written approval of the Customer, subject to the non-disclosure exemptions set out within the DPL. In the event that CIPHR receives a request for subject access from an individual about whom CIPHR holds Customer Personal Data for the purposes of fulfilling its obligations under these terms, or a request

for such information from the Supervisory Authority, then, subject to complying with its obligations under the DPL, CIPHR shall promptly notify such employee of the Customer as is nominated for this purpose of such request and respond promptly (at the Customer's expense) to any request for information made by the Customer in respect of such subject access request or request for information from the Information Commissioner. Unless otherwise prevented from doing so under the DPL or otherwise required by law, CIPHR will allow the Customer to respond directly to any subject access request or any request for such information from the Supervisory Authority

13.5 CIPHR shall, so far as technically practicable and subject to complying with its obligations under the DPL, provide all reasonable and timely assistance to the Customer (at the Customer's expense) to enable the Customer to respond to;

(i) any request from a data subject to exercise any of its rights under the DPL (including its rights of access, correction, objection, erasure and data portability, as applicable);

and

(ii) any other correspondence, enquiry or complaint received from a data subject, regulator or other third party in connection with the processing of the Data.

13.6 The Customer acknowledges that it is solely responsible for the creation of all Customer Personal Data upon which CIPHR and any Sub-Processors carries out Processing under these terms.

13.7 CIPHR acknowledges that Customer Personal Data in the possession of CIPHR and any Sub-Processors shall at all times remain the property of the Customer.

13.8 CIPHR shall not be in breach of this **clause 13** if it acts on the lawful instructions of the Customer.

13.9 CIPHR shall notify the Customer as soon as reasonably possible if it becomes aware of any unauthorised or unlawful processing, loss of, damage to or destruction of Customer Personal Data

13.10 In acting as the Data Controller, the Customer shall

13.10.1 make due notification to the Supervisory Authority as required and shall comply at all times with the DPL;

13.10.2 ensure it is not subject to any prohibition or restriction which would;

(i) prevent or restrict it from disclosing or transferring the Personal Data to CIPHR, as required under this Agreement;

(ii) prevent or restrict it from granting CIPHR access to the Personal Data, as required under this Agreement;

or

(iii) prevent or restrict CIPHR from Processing the Customer Data as envisaged under this Agreement;

13.10.3 make, obtain and maintain all fair processing notices (and/or consents or authorisations as applicable) as required to have for the Processing of Customer Personal Data in accordance with the DPL and that such notices are sufficient in scope to enable both parties to Process the Personal Data in order to obtain the benefit of its rights and to fulfil its obligations under this Agreement.

13.11 CIPHR shall appoint any Sub-Processors under a binding written contract, with enforceable data protection obligations at least equivalent to those that apply to CIPHR under this **clause 13** and shall ensure that the Sub-Processor:

(a) provides sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of Data Protection Laws; and

(b) is obliged to comply with the conditions referred to in this **clause 13** for engaging another Data Processor.

14. NOTICES

14.1 Any document notice claim or demand to be given served or made by either party to the other in connection with these terms shall be sufficiently given served or made by delivering or sending the same by hand or courier, recorded delivery or registered air mail post, facsimile or email to the registered office or any notified address of the party to whom it is addressed

14.2 Any such document notice claim or demand shall be deemed to be given served or made

14.2.1 if delivered, at the time of delivery

14.2.2   if sent by courier, at the expiration of 12 hours of the same having been despatched

14.2.3   if posted, at the expiration of 2 days after the envelope containing the same shall have been posted

14.2.4   if sent by facsimile or email, 1 hour after completion of transmission assuming that no notice of failed transmission has been received in the interim

15.   ELECTRONIC AGREEMENTS

The Customer acknowledges and agrees that

15.1   by accessing, using, receiving or downloading any Software and by making electronic transmissions to CIPHR in connection therewith this agreement and any other licence, usage or other conditions attaching from time to time to the use of Software or Services are legally binding upon it whether or not an authorised employee agent or contractor of the Customer clicked on any electronic button or such similar links as may be designated by CIPHR to accept this agreement or gain access to and use any Software or Service using the internet or other electronic forms of communication

15.2   pursuant to any applicable statutes, regulations, rules, ordinances or other laws, it accepts the use of electronic signatures, contracts, orders and other records and agrees to electronic delivery of notices, contractual terms, records of transactions and other data initiated or completed through electronic means with CIPHR and

15.3   it hereby waives any rights or requirements under any statutes, regulations, rules, ordinances or other laws in any jurisdiction which require an original signature or delivery or retention or filing of electronic or non-electronic records