



REUBEN DIGITAL LIMITED
STANDARD TERMS AND CONDITIONS

1. **Contract Terms**

1.1 We agree to provide our services and/or license our software to you on the following terms. These constitute a contract between us and you and must be read together with any other documents specifically agreed to be part of this contract. Any other terms and conditions contained in any other document are excluded unless their inclusion is expressly agreed in writing.

1.2 In these terms and conditions:

"Price" means the price payable for the Software as described in the contract details, and

"Software" means the software licensed under these terms, and

"we" and "us" means REUBEN DIGITAL Ltd.

2. **Software**

2.1 We agree to deliver the Software to you and grant to you a non-exclusive, non-transferable licence to use the Software.

2.2 You agree to pay the Price to us for the Software on the terms for payment agreed between us.

2.3 The licence to use the Software shall start only when all charges payable by you for the Software have been paid.

2.4 The Software can be used for your own data processing and used to provide a data processing service to a third party only with prior agreement between us.

2.5 You shall follow all reasonable instructions given by us from time to time with regard to the use of the Software. You shall permit us, at all reasonable times, and at our expense to verify that your use of the Software is within the terms of this Agreement.

2.6 You may make only two copies of the Software for your business continuity and security purposes only. We can provide this on request.

2.7 You may not modify the Software or, without our consent, incorporate the Software in

programs not provided by us or disassemble, decompile or reverse engineer the Software (except to the extent permitted by law).

3. **Performance Warranties**

3.1 We warrant to you that on installation the Software is in accordance with its specification prepared by us.

3.2 Following delivery of the Software we will provide you with the number of working days support agreed with you. We will use reasonable endeavours at all times to correct any material faults found in the Software during this warranty period. Unless specific performance criteria have been agreed between us any performance figures quoted or referred to in any specification or other document used in concluding this Agreement are estimates only, based on assumed conditions in a well managed office with experienced, adequate and efficient operators, appropriate services, and proper use of satisfactory materials.

4. **Intellectual Property Rights**

4.1 For the avoidance of doubt, the ownership of all right, title and interest of whatever nature (including but not limited to copyright) in the Software and all related documentation will belong to us, unless otherwise superseded by a separate agreement / contract.

4.2 We will indemnify you against all proceedings, costs, claims, actions, demands and expenses suffered by you based upon any claim for infringement in connection with the use by you of any intellectual property rights in the Software PROVIDED THAT:

4.2.1 you shall not have made, or allowed to be made, any modifications to the Software which may constitute an infringement of any rights in any copyright, patent, trademark or other rights;

4.2.2 you undertake that we shall be given prompt notice of any such claims that are made against you and we shall have the right to defend any such claims and to make settlements of them at our own discretion and you shall give such assistance as we may reasonably require to settle or oppose any such claims;

4.2.3 in the event that such infringement occurs or may occur we may at our sole option:

- (i) procure for you the right to continue to use the Software or the infringing part, or,
- (ii) modify the Software or the infringing part so that it becomes non-infringing without downgrading the performance of the Software, or,
- (iii) replace the Software or the infringing part by other software of similar capability, or,
- (iv) repay to you the price of the Software or the infringing part (if capable of severance) less a reasonable percentage for the use of the Software.

5. **Other Services**

If we agree to provide you with other services (beyond those specifically agreed between us) such services shall be provided under our standard terms and conditions for services and at our normal charges.

6. **Limitation of Responsibility for Goods or Services not supplied by us**

Our principal obligations to you under this Agreement are confined to the provision of our services and/or the licence of the Software. We can not offer any guarantee regarding the appropriateness of the configuration of your equipment and do not warrant that the functions contained in the Software will run properly on all hardware nor that it will meet your requirements nor that it will operate in the combinations which may be selected for use by you. Malfunction of goods or services not supplied by us shall not constitute grounds for withholding of payments due to us by you.

7. **Payment**

7.1 You shall pay our invoices within 28 days of their date unless otherwise stated.

7.2 All charges payable under this Agreement are exclusive of Value Added Tax which shall be paid by you at the rate and in the manner for the time being prescribed by law.

8. **Liability**

8.1 We will supply the Services with reasonable skill and care. We accept liability for our own acts and omissions, but only to the extent stated in this clause.

8.2 Nothing in this Agreement shall be construed as restricting or excluding our liability for death or personal injury resulting from our negligence or for fraud.

8.3 Our liability to you under this Agreement shall not exceed the amount paid by you for the relevant Services or the Software (as the case may be) over the previous 12 months.

8.4 Subject to the immediately preceding sub-clause, we shall be liable to you in respect of all direct loss or damage caused by our acts or omissions and those of our employees, agents or sub-contractors, other than Excluded Loss. In this clause the expression "**Excluded Loss**" means all special loss (whether or not the possibility of such loss arising on a particular breach of contract or duty has been brought to our attention at the time of making this contract) and loss, corruption or destruction of data and loss of profits, business or anticipated savings, whether incurred directly or indirectly, or any indirect or consequential damage whatever, either in contract, tort (including negligence) or otherwise.

8.5 For the avoidance of doubt, in no event shall either party be liable to the other for any indirect or consequential loss of any nature and howsoever caused.

8.6 We do not have any implied or statutory obligation or duty or liability in contract other than those expressly stated in this Agreement.

9. Confidentiality

The parties recognise that under this Agreement they may each receive trade secrets and confidential or proprietary information of the other party, including but not limited to information concerning customers, business accounts, finance or contractual arrangements or other dealings, transactions or affairs, reports, recommendations, advice or tests, and development plans. All such information which is either marked "Confidential" or stated at the time of disclosure and subsequently confirmed in writing to be confidential constitutes "Confidential Information". Each party agrees not to divulge Confidential Information received from the other to any of its employees who do not need to know it, and to prevent its disclosure to or access by any third party without the prior written consent of the disclosing party. This obligation will survive the termination of this Agreement until any such time as the Confidential Information concerned reaches the public domain other than through the receiving party's own default.

10 Termination

- 10.1 This Agreement may be terminated immediately by notice in writing by either party if the other party
- 10.1.1 Is in material breach of any of its obligations under this Agreement and (if capable of remedy) fails to remedy the breach for a period of 30 days after written notice by that party, or,
- 10.1.2 is involved in any legal proceedings concerning its solvency, or ceases trading, or commits an act of bankruptcy or is adjudicated bankrupt or enters into liquidation, whether compulsory or voluntary (other than for the purposes of an amalgamation or reconstruction), or makes an arrangement with its creditors or petitions for an administration order or has a receiver or manager appointed over all or any part of its assets or generally becomes unable to pay its debts within the meaning of Section 123 or Section 268 of the Insolvency Act 1986, or if equivalent circumstances occur in any other jurisdiction.
- 10.2 Any termination of this Agreement under this clause will be without prejudice to any other rights or remedies of either party under this Agreement or at law and will not affect any antecedent or accrued rights or liabilities of either party at the date of termination.

11. General Provisions

11.1 Entire Agreement and Variations

This Agreement constitutes the entire agreement between the parties. The parties confirm that they have not relied upon any representation not recorded in this Agreement inducing them to enter into this Agreement. No variation of these terms and conditions will be valid unless confirmed in writing by authorised signatories of the parties on or after the date of this Agreement.

11.2 Waiver

No forbearance or delay by either party in enforcing its respective rights will prejudice or restrict the rights of that party and no waiver of any such rights or of any breach of any contractual terms will be deemed to be a waiver of any other right or of any later breach.

11.3 **Assignment**

You may not assign any of your obligations under this Agreement without our prior written consent.

11.4 **Notices**

Any notice given under this Agreement by one party to the other must be in writing and may be delivered personally or by recorded delivery and in the case of recorded delivery will be deemed to have been given on receipt by the sender of a communication from the Royal Mail that the addressee has “gone away” or one to similar effect. Notices shall be delivered or sent to the addresses of the parties in this Agreement or to any other address notified in writing by one party to the other for the purpose of receiving notices after the date of this Agreement.

11.5 **Force Majeure**

Neither party shall be liable to the other for any delay in or failure to perform its obligations as a result of any cause beyond its reasonable control, including but not limited to any industrial dispute. If such delay or failure continues for at least 90 days, either party will be entitled to terminate this Agreement by notice in writing.

11.6 **No Third Party Rights**

No one other than a party to this Agreement may enforce any rights under this Agreement.

11.7 **Dispute Resolution**

If any disputes arise out of these terms we will both attempt to settle it by mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure. If the parties fail to agree terms of settlement within 42 days of the start of the first meeting held under such procedure, the dispute may be referred to litigation by either party.

11.8 **Governing Law and Jurisdiction**

This Agreement is governed by English Law and the parties submit to the exclusive jurisdiction of the English Courts.