

TERM AND CONDITIONS FOR SERVICES

THESE TERMS AND CONDITIONS ARE INCORPORATED INTO AND FORM PART OF EACH ORDER. EACH ORDER SHALL CONSTITUTE A SEPARATE AGREEMENT BETWEEN THE PARTIES

1. Definitions and interpretation

- 1.1. The definitions and rules of interpretation set out in Schedule 1 apply to this Agreement.

2. Formation of agreement

- 2.1. A legally binding agreement is formed between the parties when an Order is entered into between Validis and a Customer.
- 2.2. Each Agreement shall consist of:
 - 2.2.1. the Order;
 - 2.2.2. these terms and conditions;
 - 2.2.3. the Data Protection Addendum; and
 - 2.2.4. the Statement of Work (if any).(together the “**Agreement**”).
- 2.3. The Agreement shall commence on the Effective Date.
- 2.4. If there is any conflict in respect of the provisions of the Agreement, the documents referred to in clause 2.2 shall take precedence in descending order, save that in respect of Validis processing Client Data as a processor, the Data Protection Addendum shall take precedence.

3. Implementation services

- 3.1. Validis shall use all reasonable endeavours to provide the Implementation Services in accordance with the applicable Statement of Work.
- 3.2. Any timescales specified in the Statement of Work or Order are estimates only.
- 3.3. Any changes to the Implementation Services shall require the written agreement of both parties.

4. Provision of the subscription services

- 4.1. Validis shall provide the Subscription Services to the Customer from the Subscription Start Date for the Subscription Term. The Agreement shall terminate at the end of the Subscription Term. Any further use by the Customer of the Subscription Services shall be subject to entering into a new Order with Validis.
- 4.2. During the Subscription Term, Validis shall support the Subscription Services in accordance with the Policies in force at the time.
- 4.3. Subject to clauses 0 and 4.5, Validis may modify:
 - 4.3.1. the features and functionality of the Subscription Services; and/or
 - 4.3.2. the Support Services Policyat any time during the Subscription Term. Validis shall use its reasonable endeavours to ensure that such modification does not materially adversely affect the use of the Subscription Services by Validis’ customers generally.
- 4.4. Validis may withdraw any integration of the Subscription Services with or into any third-party API or third-party software at any time. Validis is not responsible for the provision of any third-party API or third-party software.
- 4.5. Validis may modify the Limits at any time. Validis shall notify the Customer in advance (if possible) of any changes in the Limits.

5. Use of the subscription services

- 5.1. Subject to the terms of this Agreement, with effect from the Effective Date, Validis grants to the Customer a non-exclusive, non-transferable, non-sublicensable right to:
 - 5.1.1. use the Subscription Services for the Permitted Purpose; and
 - 5.1.2. permit the Authorised Users to use the Subscription Services for the Permitted Purpose, in each case, in the Territory during the Subscription Term.
- 5.2. Neither the Customer nor Validis shall not use or make any reference to any Mark of the other party without the written consent of that party. If consent is granted, the Mark may only be used in accordance with any conditions on its use required by the consenting party.
- 5.3. The Customer shall not:
 - 5.3.1. copy or reproduce the Subscription Services or any part of any of them except to the extent and for the purposes expressly permitted by the Agreement;
 - 5.3.2. modify, adapt, develop, create any derivative work, reverse engineer, decompile, disassemble, or carry out any act otherwise restricted by copyright or other Intellectual Property Rights in the Subscription Services
 - 5.3.3. access all or any part of the Subscription Services in order to build a product or service which competes with the Subscription Services; and/or
 - 5.3.4. use the Subscription Services to provide services to third parties, or permit third parties to use the Subscription Services, in each case, other than the Authorised Users.
- 5.4. No rights are granted to the Customer, except as set out in this clause 5.
- 5.5. The Customer acknowledges that the Subscription Services do not include dedicated data back up or disaster recovery facilities and accordingly, the Customer should ensure at all times that it maintains backups of all Client Data.

6. Authorised users

- 6.1. The Customer must ensure that only Authorised Users have access to and use of the Subscription Service and that such use is in accordance with this Agreement. The Customer accepts that the consent of Authorised Users (in particular, End Users) is required to be able to use the Subscription Services.
- 6.2. The Customer is liable for the acts and omissions of Authorised Users as if they were its own.
- 6.3. Prior to giving them access to the Subscription Services, the Customer shall ensure that:
 - 6.3.1. all Clients are bound contractually to terms and conditions no less onerous than in the End User Terms
 - 6.3.2. each End User accepts the End User Terms.

7. Customer responsibilities

- 7.1. Customer shall:
 - 7.1.1. provide all such information, documents, assistance and cooperation as Validis may reasonably require, including access to its employees and subcontractors, to enable Validis to perform its obligations under the Agreement, including the provision of any Customer Materials required for the provision of the Services;
 - 7.1.2. ensure that it and the Authorised Users use the Services in accordance with the Agreement and shall be responsible for any Authorised User's breach of the Agreement;
 - 7.1.3. where necessary for the Customer to receive the benefit of the Services, obtain and maintain all necessary licenses, consents, and permissions necessary for Validis, its contractors and agents to perform their obligations under the Agreement;
 - 7.1.4. where accessing any third-party software or service through the Services, shall comply with all terms of use in relation to such third-party software, and be responsible for the Authorised User's breach of the same;
 - 7.1.5. where consuming any third-party software through the Services (for example, through a connected API), comply with all terms of use in relation to such third-party software, and be responsible for the Authorised User's breach of the same;
 - 7.1.6. ensure that all passwords and other non-public authentication credentials associated with use of the Subscription Service remain confidential, and promptly notify Validis of any suspected misuse of accounts;
 - 7.1.7. satisfy itself that the Subscription Services are fit for its own purposes;
 - 7.1.8. ensure that it and the Authorised Users comply with all applicable laws and regulations in their use of the Subscription Services;

7.1.9. comply with the Limits in its use of the Subscription Services.

8. Data protection

- 8.1. Each party is a separate controller or processor in respect of personal data they may process pursuant to the Agreement and each party will comply with its respective obligations under the Data Protection Legislation.
- 8.2. To the extent that Validis acts as a processor in respect of any Client Data the parties shall enter into and be bound by the Data Protection Addendum as at the Effective Date.

9. Third party services, software and tools

- 9.1. The Customer acknowledges that the Subscription Services enable Authorised Users to correspond with, and supply and receive data to and from the Customer and third-party accounting packages. Validis has no responsibility for the Customer's services, network or systems nor those of any such third party.
- 9.2. Use by Authorised Users of the Customer's services and those of such third parties shall be exclusively governed by their respective terms and conditions of use and not by this Agreement.
- 9.3. Validis does not endorse or approve the Customer's services, network or systems nor those of any such third-party, nor the content of any of the Customer or third-party website or service made available via the Subscription Services.
- 9.4. The Customer:
 - 9.4.1. shall defend at its own expense any claim brought against Validis by any third party alleging that the Customer or any Authorised User is in breach of any terms of use of any third-party tool, software, service or API which is either:
 - 9.4.1.1. consumed via the Subscription Service; or
 - 9.4.1.2. through which the Customer or Authorised User accesses the Subscription Service.
 - The Customer shall pay to Validis all costs and damages awarded or agreed in settlement or final judgment of any such claim.
- 9.5. may not settle any such claim against Validis unless Validis consents to such settlement.

10. Fees, Expenses and payment

- 10.1. Validis shall invoice the Customer for all Fees and expenses in the manner and at the times set out in the Agreement.
- 10.2. The Customer shall pay the Fees and any expenses within 7 days of the date of invoice, unless stated otherwise in the Agreement.
- 10.3. The Fees are exclusive of any expenses incurred by Validis (which shall be paid in addition to the Fees if stated in the Order) and are stated exclusive of VAT or other sales tax, which shall be payable by the Customer at the rate and in the manner prescribed by law against the submission of a valid tax invoice to the Customer by Validis.
- 10.4. If Validis has not received payment of any undisputed Fees within 30 days after the due date for payment, provided that Validis has informed the Customer in writing of the Fees due, then without prejudice to any other rights and remedies of Validis,
 - 10.4.1. Validis may suspend provision of the relevant Services until such time as the overdue amount has been paid in full; and/or
 - 10.4.2. interest shall accrue on a daily basis on such overdue amounts at the rate of 2% per month over the base rate of the Bank of England, to run from the due date until receipt of the full amount, whether before or after judgment.

An invoice shall only be considered to be disputed if the Customer has set out in writing to Validis the amount disputed and reasonable details of the reason for the dispute.

- 10.5. Unless otherwise specified in the Order or agreed in writing between the parties, Fees shall be increased on each anniversary of the Effective Date in proportion to the change in the RPI (the Retail Price Index) (or any other index substituted for it from time to time by the Office for National Statistics or its successors) over the most recent period of 12 consecutive months for which such figures are available.
- 10.6. The Customer is not entitled to any refund or discount of Fees paid in advance on any early termination of this Agreement without cause, and all Fees during the Subscription Term remain due and payable by the Customer.

11. Proprietary rights

- 11.1. Subject to clause 11.2, all Intellectual Property Rights in and to the Services and the output of the Services (other than the Client Data) belong to and shall remain vested in Validis or the relevant third party owner.
- 11.2. Nothing in this Agreement shall affect the rights of the Customer in the Client Data and Customer Materials.
- 11.3. Notwithstanding clause 11.2:
 - 11.3.1. Validis may use any feedback and suggestions for improvement relating to the Services provided by the Customer or any

Authorised User without charge or limitation; and

11.3.2. Validis may use any End User Data and Client Data for research, benchmarking, product and services development, insights and for any other commercial, research or developmental purpose, provided that any such data shall not be publicly disclosed unless it is in anonymised and aggregated form. Validis will not publicly disclose any personal data within the End User Data or Client Data, nor use it for any purpose other than for the provision of the Services under this Agreement.

11.4. The parties will do such acts and things (including executing documents) reasonably necessary to give effect to the provisions of this clause 11.

12. Confidentiality

12.1. Each party may have access to Confidential Information of the other party under this Agreement. A party's Confidential Information shall not include information that:

12.1.1. is or becomes publicly known through no act or omission of the receiving party;

12.1.2. was in the other party's lawful possession before the disclosure;

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

12.1.4. is independently developed by the receiving party, which independent development can be shown by written evidence.

12.2. Subject to clause 12.4, each party shall hold the other's Confidential Information in confidence and not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this Agreement.

12.3. 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.

12.4. A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction. Notwithstanding any other provision of this Agreement, either party may make any disclosure to, and cooperate with (i) any regulator regarding any misconduct, wrongdoing or reportable breach of any regulatory requirement; or (ii) any law enforcement agency regarding any crime.

13. Warranties

13.1. Validis undertakes that the Subscription Services will be provided:

13.1.1. with reasonable skill and care; and

13.1.2. in accordance with the Policies.

13.2. Except for the warranties set out in this Clause 13, the Services are provided "as is" and Validis hereby disclaims all warranties, whether express, implied, statutory, or otherwise. In particular, Validis gives no warranty:

13.2.1. that the Customer's use of the Subscription Services will be uninterrupted or error-free;

13.2.2. that the Services will be suitable for the requirements of the Customer or the Authorised Users.

13.3. The Subscription Services may be subject to delays, interruptions, errors or other problems resulting from use of the internet or public electronic communications networks used by the parties or third parties. The Customer acknowledges that such risks are inherent in cloud services and that Validis shall have no liability for any such delays, interruptions, errors or other problems

14. Indemnity

14.1. Validis shall defend the Customer, its officers, directors and employees against any claim that the Customer's use of the Subscription Services infringes any Intellectual Property Rights and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims, provided that:

14.1.1. Validis is given prompt notice of any such claim;

14.1.2. the Customer provides reasonable co-operation to Validis in the defence and settlement of such claim, at Validis's expense; and

14.1.3. Validis is given sole authority to defend or settle the claim provided that Validis must conduct the claim so as to not bring the reputation of the Customer into disrepute

14.2. In the defence or settlement of any claim, Validis may procure the right for the Customer to continue using the Subscription Services, replace or modify the Subscription Services so that they become non-infringing or, terminate this Agreement immediately by written notice to the Customer, and promptly refund to the Customer on a pro rata basis for any unused portion of the Subscription Fees paid in advance.

- 14.3. Validis shall have no liability or obligation under this Clause 14 in respect of (and shall not be required to defend) any claim which arises wholly or partly from:
- 14.3.1. any modification of the Services by anyone other than Validis;
 - 14.3.2. any End User Data, Client Data or Customer or Authorised User systems, networks or services;
 - 14.3.3. any free or trial access to the Subscription Services granted to the Customer by Validis;
 - 14.3.4. any open-source software; or
 - 14.3.5. any breach of this Agreement by the Customer.
- 14.4. Subject to clause 15, the provisions of this Clause 14 set out the Customer's sole and exclusive remedy (howsoever arising, including in contract, tort, negligence or otherwise) for infringement of any Intellectual Property Rights.

15. Limitation of liability

- 15.1. Nothing in this Agreement excludes or restricts the liability of either party:
- 15.1.1. for death or personal injury caused by negligence;
 - 15.1.2. for fraud or fraudulent misrepresentation; or
 - 15.1.3. for any liability which cannot be excluded as a matter of applicable law.;
- 15.2. Subject to Clauses 15.1, **Error! Reference source not found.**, 15.4 and 15.5 :
- 15.2.1. Validis's aggregate liability under Clause 14 shall be limited to £500,000;
 - 15.2.2. the Customer's aggregate liability under Clause **Error! Reference source not found.** shall be limited to £500,000;
 - 15.2.3. each party's aggregate liability for breach of the Data Protection Addendum shall be limited to £500,000;
 - 15.2.4. excluding the Customer's obligation to pay the Fees, and excluding either party's liability referred to in Clauses 15.2.1, 15.2.2 or 15.2.3, each party's aggregate liability arising out of or in connection with this Agreement shall be limited to the amount of Fees paid or payable under the Agreement in the 12 month period immediately preceding the first incident giving rise to any claim under the Agreement.
- 15.3. Subject to Clause 15.1 and Clause 15.5, neither party shall be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any:
- 15.3.1. loss of profits; or
 - 15.3.2. special, indirect or consequential loss, costs, damages, charges or expenses however arising under this Agreement.
- 15.4. Subject to Clause 15.1 and Clause 15.5, Validis's aggregate liability under or in connection with this Agreement in respect of any Services provided on a free or trial basis to the Customer shall be limited to £500.
- 15.5. Validis shall have no liability for any breach, failure or delay in the provision of the Services if and to the extent caused by any breach, failure or delay of the Customer.

16. Suspension

- 16.1. Validis may suspend access to the Services (or any part) to all or some of the Authorised Users, providing as much prior written notice as possible, if:
- 16.1.1. Validis suspects that there has been any misuse of the Services or breach of the Agreement;
 - 16.1.2. the Customer fails to pay any sums due to Validis by the due date for payment provided that Validis has informed the Customer in writing of the sums due;
 - 16.1.3. any element of the Services provided by a third party or consumed through a third-party system is suspended or terminated by that third party; or
 - 16.1.4. required by law, by court or governmental or regulatory order.
- 16.2. Validis will reinstate the suspended access to the Subscription Services as soon as the relevant suspension cause has been rectified.
- 16.3. In the event of suspension in accordance with 16.1.3 or 16.1.4, payment of the Subscription Fees shall be suspended from the date of suspension until the Subscription Services are reinstated

17. Term and termination

- 17.1. This Agreement shall take effect on the Effective Date and shall terminate automatically at the end of the Subscription Term.

- 17.2. The provision of the Subscription Services shall commence on the Subscription Start Date. Unless the relevant Order specifies that there shall be no automatic renewals and subject always to clauses 17.3, 17.4 and 17.6, on expiry of the Subscription Initial Term the Agreement shall continue for a further period of 12 months (“**Subscription Renewal Term**”) and thereafter renew for a further period of 12 months on the expiry of each Subscription Renewal Term.
- 17.3. Either party may terminate the Subscription Services at any time on not less than 30 days prior written notice, such notice to take effect on the expiry of the Subscription Initial Term or the next following Subscription Renewal Term, as the case may be.
- 17.4. Either party may terminate the Agreement immediately on written notice to the other party if:
 - 17.4.1. the other party commits a material breach of this Agreement and such breach is not remediable;
 - 17.4.2. the other party commits a material breach of the Agreement which is not remedied within thirty (30) days of receiving written notice of such breach;
 - 17.4.3. the other party has failed to pay any amount due under the Agreement on the due date and such amount remains unpaid thirty (30) days after its due date.; or
 - 17.4.4. an Insolvency Event occurs with respect to the other party
- 17.5. If the Agreement is terminated by the Customer in accordance with 17.4.1, 17.4.2, Validis shall promptly refund to the Customer on a pro rata basis for any unused portion of the Fees paid in advance.
- 17.6. Where Validis is providing Subscription Services on a free or trial basis, Validis may terminate or suspend the provision of those Subscription Services at any time with or without notice.
- 17.7. On termination of this Agreement for any reason, the rights granted by Validis under the Agreement shall terminate and the Customer shall (and shall procure that each Authorised User shall):
 - 17.7.1. stop using the Services; and
 - 17.7.2. return and make no further use of any equipment, property, documentation and other items (and all copies of them) belonging to Validis;
- 17.8. Termination or expiry of the Agreement shall not affect any accrued rights and liabilities of either party at any time up to the date of termination or expiry and shall not affect any provision of the Agreement that is expressly or by implication intended to continue beyond termination.

18. GENERAL

- 18.1. Except as set out in this Agreement, no variation of this Agreement or any Order shall be effective unless it is in writing and signed by the parties.
- 18.2. Validis may publicise the Customer’s use of the Subscription Services by issuing a press release or other marketing material (including on its website) from time to time, subject to the prior approval of the Customer, not to be unreasonably withheld or delayed. The parties shall consult together on timing, contents and manner of release of any such press release or marketing material.
- 18.3. Validis 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 any matters relating to transfer of data over public communications networks and any delays or problems associated with any such networks or with the internet
- 18.4. 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.
- 18.5. 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.
- 18.6. 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.
- 18.7. This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, understandings and arrangements between them, whether written or oral. Each party acknowledges it has not entered this Agreement in reliance on, and shall have no remedies in respect of, any statement, representation or warranty (whether made innocently or negligently) that is not set out in this Agreement. Nothing in this Agreement shall limit or exclude any liability for fraud.
- 18.8. The Customer shall not, without the prior written consent of Validis, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement. Validis 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.

- 18.9. The parties are independent and are not partners or principal and agent and the Agreement does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. Neither party shall have, nor shall represent that it has, any authority to make any commitments on the other party's behalf.
- 18.10. Neither party shall solicit or entice away (which terms shall not include a hire as a result of a general advertisement campaign) any employees or contractors of the other party, involved in the provision of the Services during the Term and for a period of twelve (12) months following the termination or expiry of the Agreement.
- 18.11. A person who is not a party to the Agreement shall not have any rights under the Agreement to enforce any of its provisions.
- 18.12. Each party shall pay all sums that it owes to the other party under the Agreement without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.
- 18.13. Any notice or other communication required to be given to a party under or in connection with this Agreement shall be in writing and shall be delivered to the other party personally or sent by prepaid first-class post, recorded delivery or by commercial courier, to its address set out in the Order (or as otherwise notified in writing) or sent by email to its email address set out in the Order (or as otherwise notified in writing).
- 18.14. Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at the address referred to above or, if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, or if sent by email, on the date and time it is sent (provided that no error message, bounce back or out of office response is received). If any email is sent on a day which is not a Business Day (or after 5.00pm on any Business Day) then it shall be deemed to have been received at 9.00am on the next following Business Day. All times in this clause are references to the local time of the recipient.
- 18.15. Email may not be used alone for the service of any proceedings or other documents in any legal action

19. Governing law and jurisdiction

- 19.1. 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.
- 19.2. Each party irrevocably agrees that the English courts 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

DEFINITIONS AND INTERPRETATION

DEFINITIONS:

In this Agreement, the following words and phrases shall have the following meanings:

Agreement: defined in clause 2.2

Affiliate: in respect of any entity, any entity from time to time controlling, controlled by, or under common control with, that entity;

Authorised User: any and all of the following:

- a) the Customer;
- b) any Clients;
- c) End Users;

Business Day: a day other than a Saturday, Sunday or public holiday in England;

Client: any client of the Customer who is authorised by the Customer to use the Subscription Services;

Client Data: any End User Data after such data has been inputted into, or extracted from its source accounting system by, the Subscription Service;

Confidential Information: information that is proprietary or confidential and is either clearly labelled as such or is otherwise by its nature confidential information (such as commercial or technical know-how, specifications, inventions, software code and business and financial information);

Customer: as set out in the Order;

Customer Materials: any materials provided by the Customer to Validis for the purposes of the provision of the Services (which may include branding materials);

Data Protection Addendum: the addendum set out in Schedule 3 which sets out the parties' contractual obligations required by UK GDPR where Validis is acting as a processor;

Data Protection Legislation: all applicable laws and regulations relating to personal data, privacy and protection including the Data Protection Act 2018 and UK GDPR, as may be amended or superseded from time to time;

Effective Date: as set out in the Order;

End User: a human user of the Subscription Services authorised by the Customer or its Client;

End User Data: the raw unprocessed data relating to an End User to be uploaded, input into or processed by the Subscription Services from time to time;

End User Terms: the end user terms set out in Schedule 2;

Fees: The Subscription Fees and any Implementation Fees;

Implementation Services: means such services, other than the Subscription Services, specified in an Order and any other services specified in a Statement of Work;

Implementation Fees: the fees payable by the Customer to Validis for the Implementation Services specified in an Order;

Insolvency Event: means in the case of either party bankruptcy, the appointment of, or the application for the appointment of, a liquidator, provisional liquidator, administrator, administrative receiver or receiver, the entering into of a scheme of arrangement or composition for the benefit of creditors generally, any re-organisation, moratorium or other administration involving its creditors or any class of its creditors, the proposal or passing of a resolution to wind it up (other than a voluntary winding-up as part of a reorganisation) or the company becoming unable or being deemed to be unable to pay its debts as and when they fall due within the meaning of section 123 of the Insolvency Act 1986, or any analogous event or circumstance to any of the foregoing;

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and related rights, trademarks, 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;

Limits: as specified in the Order;

Order: an order in the format specified by Validis from time to time and which is signed and dated by both parties;

parties: Validis and the Customer (and “party” means either of them);

Permitted Purpose: the collection and sharing of financial transaction and allocation history and contact details of the Customer’s clients;

Personal data, controller, processor, processing, personal data breach and data subject: have the meanings given to them in the Data Protection Legislation;

Policies: each of the following (as amended from time to time):

- a) Validis’s Information Security Policy, the latest version of which is available on request at security@validis.com;
- b) Validis’s privacy policy in relation to the Services, the latest version of which is available at <https://www.validis.com/privacy-policy/>

Services: Subscription Services and Implementation Services (or any of them);

Statement of Work: a statement of work attached to an Order, or otherwise agreed in writing between the parties;

Subscription Fees: the subscription fees payable by the Customer to Validis for the Subscription Service as specified in the Order;

Subscription Services: such products and/or services provided by Validis which are described as Subscription Services in the Order;

Subscription Start Date: the date specified in the Order;

Subscription Term: the period from the Subscription Start Date until the end of the Subscription Term;

Subscription Initial Term: the initial period for which the Subscription Services are provided commencing on the Subscription Start Date, as set out in the Order;

Subscription Renewal Term: has the meaning set out in clause 17.2;

Support Services Policy: Validis’s policy for providing support in relation to the Subscription Services, the current version of which is available [here](#).

Territory: as set out in the Order;

UK GDPR: has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018;

Validis: as set out in the Order

Mark: any trademark, branding, logo or get up of Validis or the Customer or an Affiliate of that party.

INTERPRETATION

In this Agreement, unless stated otherwise:

- clause, schedule and paragraph headings shall not affect interpretation.
- a ‘person’ includes an individual, corporate or unincorporated body (whether or not having separate legal personality).
- words in the singular shall include the plural and vice versa.
- 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
- a reference to ‘writing’ or ‘written’ includes e-mail.
- ‘include’, ‘includes’, ‘including’, ‘in particular’ or any similar words are illustrative only and do not limit any words or phrases preceding them.

SCHEDULE 2

End User Terms

The Subscription Services are provided to the Customer by Validis for the purpose of the collection and sharing of financial transaction and allocation history as described in any documentation made available by Validis from time to time (the “**Permitted Purpose**”)

1. In consideration of you (“**You**”) agreeing to abide by the terms of these End User Terms, Validis hereby grants to You a limited, non-exclusive, non-transferable sub-license to access and use the Subscription Services in the United Kingdom under the terms of these End User Terms for the Permitted Purpose.
2. By using the Subscription Services, You agree to these End User Terms and warrant that You are authorised to agree to its terms.
3. Except as expressly set out in these End User Terms or as permitted by any local law, You must not:
 - (a) copy or reproduce the Subscription Services or any part of them except where such copying is incidental to normal use of the Subscription Services, or necessary for the purposes of back up or operational security;
 - (b) modify, adapt, develop, create any derivative work, reverse engineer, decompile, disassemble, or carry out any act otherwise restricted by copyright or other intellectual property rights in the Subscription Services;
 - (c) access all or any part of the Subscription Services in order to build a product or service which competes with the Subscription Services;
 - (d) share your access credentials with any third party.
4. All intellectual property rights in the Subscription Service anywhere in the world belong or are licensed to Validis. Rights in the Subscription Service are licensed (not sold) to You, and You have no rights in, or to, the Subscription Services other than the right to use them in accordance with the terms of these End User Terms.
5. You agree that You are using the Subscription Service on an “as is” basis. All warranties, conditions, terms, undertakings or obligations whether express or implied and including any implied terms relating to quality, fitness for any particular purpose or ability to achieve a particular result are excluded to the fullest extent allowed by applicable law.
6. Except for liability for death or personal injury caused by negligence, fraud or any liability that may not be excluded or limited by law, Validis excludes all liability to You arising from your use of the Subscription Services.
7. The Subscription Services application interface and associated data end points (“**APIs**”) are to be used only for the purposes of accessing the Subscription Services. Calls to the APIs are rate limited to ensure availability and fair usage limits apply, which may be changed by Validis from time to time. Validis may release updates to the APIs from time to time which You should implement within 4 months of the update release. Further details may be made available from time to time on www.validis.com.
8. You may cache data extracted using the APIs but such data should only be used within the Subscription Services for the Permitted Purpose(s).
9. Validis may amend these End User Terms at any time by notification on www.validis.com or by email or other communication method. Your continued use of the Subscription Services indicates your agreement to such amended End User Terms.
10. Validis may use any data You input into the Subscription Services for research, benchmarking, product and services development, insights and for any other commercial, research or developmental purpose, provided that any such data shall not be publicly disclosed unless it is in anonymised and aggregated form. Validis will not publicly disclose any personal data within your data, nor use it for any purpose other than for the provision of the Subscription Services under this Agreement
11. In the event that You are in breach of the provisions above Validis reserves the right to immediately suspend You and Your usage of the APIs or the Subscription Services by giving written notice.
12. Our [Privacy Policy](#) applies to any personal data You provide to Validis or input into the Subscription Services. Your continued use of the Subscription Services constitutes Your agreement to Validis processing your personal data as described in the [Privacy Policy](#). The terms “**process**” and “**personal data**” have the meaning set out in the [Privacy Policy](#).
13. These End User Terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed at all times in accordance with the laws of England and Wales and the parties submit to the exclusive jurisdiction of the English courts.

SCHEDULE 3

DATA PROTECTION ADDENDUM

1. Both parties will comply with all applicable requirements of the Data Protection Legislation. This is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
2. The parties have determined that, for the purposes of the Data Protection Legislation, Validis shall process the personal data set out in the Appendix ("**Customer Personal Data**") as a processor on behalf of the Customer in respect of the processing activities set out in the Appendix.
3. Without prejudice to the generality of paragraph 1.2, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of Customer Personal Data from its Clients and End Users to Validis and/or lawful collection of the same by Validis for the duration and purposes of this Agreement.
4. In relation to the Customer Personal Data, the Appendix sets out the scope, nature and purpose of processing by Validis, the duration of the processing and the types of personal data and categories of data subject.
5. Without prejudice to the generality of paragraph 1.2, Validis shall, in relation to Customer Personal Data:
 - 5.1. process that Customer Personal Data only on the documented instructions of the Customer, which shall be to process the Customer Personal Data for the purposes set out in this Agreement, unless Validis is required by applicable laws to otherwise process that Customer Personal Data. Where Validis is relying on applicable laws as the basis for processing Customer Personal Data, Validis shall notify the Customer of this before performing the processing required by the applicable laws unless those applicable laws prohibit Validis from so notifying the Customer on important grounds of public interest. Validis shall inform the Customer if, in the opinion of Validis, the instructions of the Customer infringe the Data Protection Legislation;
 - 5.2. implement technical and organisational measures set out in the Policies to protect against unauthorised or unlawful processing of Customer Personal Data and against accidental loss or destruction of, or damage to, Customer Personal Data, which the Customer has reviewed and confirms are 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;
 - 5.3. ensure that any personnel engaged and authorised by Validis to process Customer Personal Data have committed themselves to confidentiality or are under an appropriate statutory or common law obligation of confidentiality;
 - 5.4. assist the Customer insofar as this is possible (taking into account the nature of the processing and the information available to Validis), and at the Customer's cost and written request, in responding to any request from a data subject and in ensuring the Customer's compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - 5.5. notify the Customer without undue delay on becoming aware of a personal data breach involving the Customer Personal Data;
 - 5.6. at the written direction of the Customer, delete or return Customer Personal Data and copies thereof to the Customer on termination of the Agreement unless Validis is required by applicable law to continue to process that Customer Personal Data; and
 - 5.7. maintain records to demonstrate its compliance with this paragraph 1.5 and allow for reasonable audits by the Customer or the Customer's designated auditor, for this purpose, on reasonable written notice.
6. The Customer hereby provides its prior, general authorisation for Validis to:
 - 6.1. appoint processors to process the Customer Personal Data, provided that Validis:
 - 6.1.1. shall ensure that the terms on which it appoints such processors comply with the Data Protection Legislation, and are consistent with the obligations imposed on Validis in this Data Protection Addendum;
 - 6.1.2. shall remain responsible for the acts and omission of any such processor as if they were the acts and omissions of Validis; and
 - 6.1.3. shall inform the Customer of any intended changes concerning the addition or replacement of the processors, thereby giving the Customer the opportunity to object to such changes provided that if the Customer objects to the changes and cannot demonstrate, to Validis's reasonable satisfaction, that the objection is due to an actual or likely breach of Data Protection Legislation, the Customer shall indemnify Validis for any losses, damages, costs (including legal fees) and expenses suffered by Validis in accommodating the objection.
 - 6.2. transfer Customer Personal Data outside of the UK as required for the purposes for which Validis is permitted to process the Customer Personal Data, provided that Validis shall ensure that all such transfers are effected in accordance with the Data Protection

Legislation. For these purposes, the Customer shall promptly comply with any reasonable request of Validis, including any request to enter into standard data protection clauses adopted by the EU Commission from time to time (where the EU GDPR applies to the transfer) or adopted by the UK Information Commissioner from time to time (where the UK GDPR applies to the transfer).

Appendix

Subject Matter of the Personal Data	Company or sole trader information - Name, Address, Vat or EIN Number (or country/regional variation), <ul style="list-style-type: none"> • Contact Details (Phone, Fax, Email, Website URL) • Financial Year End Date • Accounting Application Name and Version • Transactional data from the General Ledger, Accounts Payable and Accounts Receivable. • Receivables and Payables information. • Chart of Accounts, with control account and category information. • Accounting period Information with nominal account opening/closing balances
Purpose of Processing	Hosting of the Subscription Services under the Agreement Provision of Support Services under the Agreement
Type of Personal Data	Data of the type set out above which is input into the Subscription Services
Categories of Data Subject	Sole traders or directors/employees of any business using the Subscription Services or employees of businesses who are Clients
Duration of Processing	The term of the Agreement