

INTEGRATION PLATFORM AS A SERVICE AGREEMENT

Blue Lucy – iPaaS Terms and Conditions

Agreed terms

1. Interpretation

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

Affiliate: in relation to a party, any person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with that party. The term “control” in this context means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of shares, by contract or otherwise and the terms “controls” and “controlled” shall be interpreted accordingly.

AI: artificial intelligence (including any machine learning, neural network, deep learning, or predictive analytics software programmes).

Authorised Affiliate: an Affiliate of the Customer that may benefit from the rights and licences under clause 2.1 and clause 2.2 either by being expressly named as an Authorised Affiliate in the Order Form or by Blue Lucy providing its express written agreement.

Authorised Users: those employees and independent contractors of the Customer (and any Authorised Affiliate) who are authorised by the Customer (and any Authorised Affiliate) to use the Services, the Software and the Documentation.

Blue Lucy: Blue Lucy Media Limited, incorporated and registered in England and Wales under company number 06687372, whose registered office is at 20 Mortlake High St., London SW14 8JN.

Blue Lucy's DPA: Blue Lucy's Data Processing Agreement made available to the Customer by Blue Lucy online at [\[Set Confluence Link\]](#), as amended from time to time in accordance with these Conditions.

Blue Lucy's Rate Card: Blue Lucy's rate card set out in Schedule 3.

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

Charges: the charges payable by the Customer under the Contract including, as applicable, the Subscription Fees, the Configuration Fees, the Trial Fees, the charges referred to in paragraph 4.3 of Schedule 2 and such other fees as agreed in writing between the parties.

Conditions: these terms and conditions from clause 1 (Interpretation) to clause 28 (Jurisdiction) and including the Schedules.

Confidential Information: information of commercial value, in whatever form or medium, disclosed by one party to the other party, including commercial or technical know-how, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing and marketing and, for clarity, including (in the case of Blue Lucy's information) information relating to the Services, the Software and/or any of its constituent parts.

Configuration Fees: the fees payable by the Customer to Blue Lucy for Blue Lucy to configure the Software for the Customer (and any Authorised Affiliate).

Contract: the contract between the Customer and Blue Lucy for the supply of the Services in accordance with the Order Form and these Conditions.

Customer: the person referred to in the Order Form which is purchasing the Services from Blue Lucy and party to the Contract.

Customer Cause: has the meaning given to it in Schedule 2.

Customer Data: the digital content, data and information integrated into the Platform from the Customer's Software or inputted directly or indirectly into the Platform by the Authorised Users.

Customer Hardware: the computers and other equipment owned by the Customer (or any Authorised Affiliate) or leased or otherwise supplied to the Customer (or any Authorised Affiliate) by third parties from time to time during the Subscription Term on which some of the Software may be deployed.

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Customer Infrastructure: the infrastructure such as servers, storage and networking resources owned by the Customer (or any Authorised Affiliate) or licensed to the Customer (or any Authorised Affiliate) by third parties from time to time during the Subscription Term which may be integrated with the Services and the Software or on which some or all of the Software may be deployed.

Customer Software: the Customer Third Party Software and the software applications and tools owned by the Customer (or any Authorised Affiliate) from time to time during the Subscription Term.

Customer System: the Customer Hardware, the Customer Infrastructure and the Customer Software.

Customer Third Party Software: the software applications and tools proprietary to third parties (including any Open-Source Software) which are used by the Customer (or any Authorised Affiliate) and any of the Authorised Users in connection with the Customer's (or any Authorised Affiliate's) operations at any time during the Subscription Term.

Documentation: any documentation made available to the Customer (and any Authorised Affiliate) by Blue Lucy which sets out a description of the Services and/or the Software and/or the user instructions for the Services and the Software.

Effective Date: the date on which the Contract commences, as set out in the Order Form.

Initial Subscription Term: the initial term of the Contract, as set out in the Order Form.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and related rights, trademarks and service marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, algorithms, models, 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.

Normal Business Hours: 09.00 to 17.00 local UK time, each Business Day.

Order Form: Blue Lucy's order form which, amongst other things, sets out the Initial Subscription Term, the Charges and details of the Customer.

Open-Source Software: any software licensed under any form of open-source licence meeting the Open Source Initiative's definition from time to time.

Permitted Purposes: has the meaning given in clause 10.1.

Platform: Blue Lucy's cloud computing platform and runtime environment, as referred to in the Contract and/or the Documentation.

Provider: any provider of infrastructure or software to Blue Lucy, enabling Blue Lucy to provide the Services and deploy or make available the Software to the Customer (and any Authorised Affiliate).

Provider Unavailability: any downtime or unavailability of any Provider to provide their products or services to Blue Lucy.

Quarterly Period: the periods of three months commencing on 1 January, 1 April, 1 July and 1 October respectively.

Relevant Requirements: all applicable laws relating to bribery, corruption, tax evasion and fraud, including the Bribery Act 2010 and any guidance issued by the UK's Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010 and the United States' Foreign Corrupt Practices Act of 1977, as amended.

Renewal Period: has the meaning given to it in clause 13.1.

Services: the services provided by Blue Lucy to the Customer (and any Authorised Affiliate) under the Contract as referred to in the Order Form and Schedule 1 including the Support Services.

Software: the Platform and other software applications and tools to be provided by Blue Lucy as part of the Services as referred to in the Order Form and in Schedule 1 or as otherwise agreed in writing between the parties, including any updates, new releases or new versions.

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Software Specification: the specification for the Services and the Software as set out in Schedule 1 or as otherwise expressly agreed in writing between the parties.

Subscription: the subscription purchased by the Customer from Blue Lucy which entitles the Customer (and any Authorised Affiliate) to use the Services and the Software.

Subscription Fees: the subscription fees payable by the Customer to Blue Lucy for use of the Services and the Software, as set out in the Order Form or as otherwise agreed in writing between the parties.

Subscription Term: the Trial Period (if any), the Initial Subscription Term and any subsequent Renewal Periods.

Support Services: the support and maintenance service for the Software as set out in Schedule 2.

Trial: if applicable, the opportunity granted by Blue Lucy to the Customer (and its Authorised Users) to deploy and/or access and use the Services and the Software so that the Customer can evaluate whether the Services and the Software meet its needs.

Trial Fees: if applicable, the fees payable by the Customer to Blue Lucy for a Trial.

Trial Period: if applicable, the duration of the Trial.

VAT: value added tax chargeable under the Value Added Tax Act 1994 and any similar additional tax or any other similar turnover, sales or purchase tax or duty levied in any other jurisdiction.

Virus: any thing or device (including any software, code, file or program) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any program or data (whether by re-arranging, altering or erasing the program or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

Vulnerability: a weakness in the computational logic (for example, code) found in software and hardware components that when exploited, results in a negative impact to the confidentiality, integrity, or availability, and the term **Vulnerabilities** shall be interpreted accordingly.

1.2 Clause, annex and paragraph headings shall not affect the interpretation of the Contract.

1.3 A **person** includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns.

1.4 A reference to a **company** includes any company, corporation or other body corporate, wherever and however incorporated or established.

1.5 A reference to a holding company or a subsidiary means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006.

1.6 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made under that statute or statutory provision as amended, extended or re-enacted from time to time.

1.7 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

1.8 Any words following the terms **including, include, in particular, for example, such as** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.

1.9 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.

1.10 A reference to **writing** or **written** includes email.

1.11 References to clauses are to the clauses of these Conditions.

2. Deployment and usage rights

2.1 Subject to the Customer:

- (a) paying the Charges in full; and
- (b) complying with its obligations under these Conditions,

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Blue Lucy hereby grants to the Customer and any Authorised Affiliates, from the Start Date:

(i) a non-exclusive, non-transferable (without any right to grant sub-licences) and revocable right and licence to access and use and permit the Authorised Users to access and use the Services, the Software and the Documentation in accordance with the Contract during the Subscription Term solely for the Customer's (and any Authorised Affiliate's) internal operations; and

(ii) the non-exclusive, non-transferable (without any right to grant sub-licences) and revocable right and licence to deploy some or all of a single instance of the Software on the Customer's System (whether a bare-metal install or on a virtual machine) in accordance with the Contract and the Subscription during the Subscription Term solely to facilitate the right and licence granted to the Customer (and any Authorised Affiliate) by Blue Lucy in clause 2.1(b)(i).

2.2 In relation to the Authorised Users:

(a) the Customer (and any Authorised Affiliate) may permit the Authorised Users to access the Services and the Software via a single user account with authentication carried out within the Software or through a third party single sign-on authenticator through a SAML or OAuth compliant interface;

(b) the Customer shall ensure that the Authorised Users shall keep their user account and password details confidential; and

(c) the Customer agrees that it is responsible for the acts and omissions of the Authorised Users and any Authorised Affiliates, in connection with their use of the Services and the Software.

2.3 The Customer shall not and shall ensure that the Authorised Users and any Authorised Affiliates shall not:

(a) except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under the Contract:

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

(ii) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software and/or the Services; or

(b) access all or any part of the Services, the Software and/or the Documentation in order to build a product or service which competes with the Services and/or the Software; or

(c) use the Services, the Software and/or the Documentation to provide services to third parties; or

(d) subject to clause 23, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services, the Software and/or the Documentation available other than as provided under this clause 2; or

(e) attempt to obtain, or assist third parties in obtaining, access to the Services, the Software and/or the Documentation, other than as provided under this this clause 2; or

(f) create, introduce, access, store, distribute or transmit any Virus or Vulnerability, or any material during the course of its or their use of the Services or the Software that adversely affects the Software or the Services or is unlawful or causes damage or injury to any person or property.

2.4 The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services, the Software and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify Blue Lucy.

2.5 The rights provided under this clause 2 are granted to the Customer and any Authorised Affiliate only and shall not be considered granted to any other person including any Affiliate unless expressly stated in the Order Form or expressly agreed in writing by Blue Lucy.

3. Services

3.1 During the Subscription Term, Blue Lucy shall supply or make available the Services and the Software by either enabling the Authorised Users to access the Software remotely or by enabling the Authorised Users to access the Software on the Customer System (or a combination of the two) in accordance with the Subscription.

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3.2 Subject to clause 3.3, during the Subscription Term, Blue Lucy shall use all reasonable commercial endeavours to provide the Support Services.

3.3 Blue Lucy's obligation in clause 3.2 shall not apply during the Trial Period. During the Trial Period, the Initial Subscription Term and any subsequent Renewal Periods, Blue Lucy shall use reasonable endeavours to make the Software available 24 hours a day, seven days a week, except for:

(a) planned maintenance carried out during a maintenance window specified by Blue Lucy, provided that Blue Lucy has given the Customer at least 72 hours' notice of such maintenance window (and Blue Lucy reserves the right to change its maintenance window upon reasonable prior notice to the Customer);

(b) unscheduled maintenance performed outside Normal Business Hours, provided that Blue Lucy has used reasonable endeavours to give the Customer at least 6 Normal Business Hours' notice in advance; and

(c) where the Services are unavailable as a result of any Provider Unavailability.

3.4 Blue Lucy reserves the right to immediately alter or disable access to the Services and/or the Software in the event of:

(a) a breach or threatened breach of the Contract by the Customer; or

(b) a cyber or security incident (or threat of one) or legal obligation or requirement affecting, or in Blue Lucy's reasonable opinion, likely to affect the provision of the Services and/or the Software.

3.5 If Blue Lucy materially alters or disables access to the Services and/or the Software under clause 3.4(b) and that material alteration or disabling of access lasts longer than 5 Business Days, then, if the circumstances that lead to the material alteration or suspension were caused by Blue Lucy's failure to take reasonable measures to protect the Platform from Viruses or Vulnerabilities, the Customer may terminate the Contract immediately on written notice during the period of material alteration or disabling of access and Blue Lucy shall refund any of the Charges paid in advance by the Customer for Services not yet provided at the date of termination.

4. Customer System

4.1 Throughout the Subscription Term, the Customer shall ensure that it has in place all necessary licences, consents and permissions for its and the Authorised Users' (and any Authorised Affiliate's) use of the Customer System both generally and as envisaged by the Contract.

4.2 Throughout the Subscription Term, the Customer shall remain responsible for:

(a) ensuring that the terms of all licenses, consents and permissions referred to in clause 4.1 are complied with; and

(b) the payment of all fees, charges, and expenses for its (and any Authorised Affiliate's) use of the Customer System (including in connection with the integration and/or deployment of the Services and/or the Software with or on the Customer System).

4.3 The Customer acknowledges and agrees that Blue Lucy:

(a) has no responsibility for liaising or negotiating with any third party owner or licensor(s) of the Customer System or any other third party that supplies products or services to the Customer (or any Authorised Affiliate), unless otherwise agreed in writing by Blue Lucy; and

(b) without prejudice to clause 7.2, has no responsibility for any failure or inability of the Software and/or the Services to integrate, or otherwise function correctly with the Customer System.

5. Data Protection

Both parties shall comply with Blue Lucy's DPA in connection with Blue Lucy's processing of any Personal Data (as defined in Blue Lucy's DPA) on the Customer's behalf, and Blue Lucy's DPA is hereby incorporated by reference.

6. Intellectual Property Rights

6.1 In respect of the Services, the Software and the Documentation:

(a) the Customer acknowledges and agrees that Blue Lucy and/or its licensors own all the Intellectual Property Rights in the Services, the Software and the Documentation. Except as expressly stated in the Contract, the

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Contract does not grant the Customer (or any Authorised Affiliate) any rights to, under or in, any Intellectual Property Rights in respect of the Services, the Software and/or the Documentation;

(b) save in respect of any Customer Data, the parties acknowledge and agree that all rights, title and interest in and to any Intellectual Property Rights arising as a result of the Customer's (and any Authorised Affiliate's) use of, feedback in relation to, or implementation and/or integration of, the Services and/or the Software shall belong to and remain vested in (or automatically upon creation, vest in) Blue Lucy; and

(c) the Customer shall (and shall procure that the Authorised Affiliates shall) do and execute, or arrange for the doing and executing of, each necessary act, document and thing that Blue Lucy may consider necessary or desirable to perfect the right, title and interest of Blue Lucy and/or its licensors in and to the Intellectual Property Rights in the Services, the Software and the Documentation.

6.2 In respect of the Customer Data:

(a) the parties acknowledge and agree that the Customer and any Authorised Affiliates and their licensors own all Intellectual Property Rights in and to all of the Customer Data;

(b) the Customer hereby grants Blue Lucy, or shall procure the direct grant to Blue Lucy of, a fully paid, worldwide, non-exclusive, royalty-free licence in any and all Intellectual Property Rights in the Customer Data to use, copy and/or otherwise utilise the Customer Data during the Subscription Term to perform the Services and make available the Software to the Customer on the terms of the Contract;

(c) Blue Lucy shall not, unless expressly agreed in writing by the Customer, use the Customer Data for the purposes of developing, training, fine-tuning or validating any AI and, for the avoidance of doubt, Blue Lucy shall not ingest or embed any Customer Data (including any numerical representations of any Customer Data) in any AI algorithm.

(d) the Customer:

(i) shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data;

(ii) warrants that the receipt and use of the Customer Data by Blue Lucy shall not infringe the rights, including any Intellectual Property Rights, of any third party; and

(iii) shall indemnify Blue Lucy in full against all liabilities, claims, actions, proceedings, demands, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and other professional costs and expenses) brought against, suffered or incurred by Blue Lucy arising out of, or in connection with, Blue Lucy's use of the Customer Data in accordance with the Contract.

6.3 Blue Lucy shall defend the Customer against any claim that the Customer's use of the Software in accordance with the Contract infringes any Intellectual Property Rights of a third party (**Claim**), and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such Claim. For the avoidance of doubt, this clause 6.3 shall not apply where the Claim in question is attributable to possession or use of the Software (or any part thereof) by the Customer other than in accordance with the terms of the Contract, use of the Software in combination with any hardware or software not supplied or approved by Blue Lucy if the infringement would have been avoided by the use of the Software not so combined, or use of a non-current release of the Software.

6.4 If any third party makes a Claim, or notifies an intention to make a Claim against the Customer, Blue Lucy's obligations under clause 6.3 are conditional on the Customer:

(a) as soon as reasonably practicable, giving written notice of the Claim to Blue Lucy, specifying the nature of the Claim in reasonable detail;

(b) not making any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of Blue Lucy (such consent not to be unreasonably conditioned, withheld or delayed);

(c) giving Blue Lucy and its professional advisers access at reasonable times (on reasonable prior notice) to its premises and its officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within the power or control of the Customer, so as to enable Blue Lucy and its professional advisers to examine them and to take copies for the purpose of assessing the Claim; and

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(d) subject to Blue Lucy providing security to the Customer to the Customer's reasonable satisfaction against any claim, liability, costs, expenses, damages or losses which may be incurred, taking such action as Blue Lucy may reasonably request to avoid, dispute, compromise or defend the Claim.

6.5 If any Claim is made, or in Blue Lucy's reasonable opinion is likely to be made, against the Customer, Blue Lucy may at its sole option and expense:

- (a) procure for the Customer the right to continue to use the Software (or any part thereof) in accordance with the terms of the Contract;
- (b) modify the Software so that it ceases to be infringing;
- (c) replace the Software with non-infringing software; or
- (d) terminate the Contract immediately by notice in writing to the Customer and refund any of the Charges paid in advance by the Customer for Services not yet provided as at the date of termination, on return of any Software in the Customer's possession or under the Customer's control.

6.6 Notwithstanding any other provision in the Contract, clause 6.3 shall not apply to the extent that any claim or action referred to in that clause arises directly or indirectly through the possession or use of the Customer System or through the breach of any licences, consents or permissions by the Customer.

6.7 This clause 6 constitutes the Customer's exclusive remedy and Blue Lucy's only liability in respect of Claims.

7. Blue Lucy warranties

7.1 Blue Lucy warrants that the Software shall meet the Software Specification in all material respects.

7.2 Blue Lucy shall not be in breach of the warranty in clause 7.1 to the extent that any breach is caused by a Customer Cause.

7.3 The Customer's sole and exclusive remedy for any breach of the warranty in clause 7.1 shall be the correction of Faults in accordance with Schedule 2.

7.4 Blue Lucy does not warrant that:

- (a) the Customer's or an Authorised Affiliate's use of the Services or the Software will be uninterrupted or error-free;
- (b) that the Services, the Software or the Documentation and/or the information obtained by the Customer (or any Authorised Affiliate) through the Services and the Software will meet the Customer's (or any Authorised Affiliate's) requirements or expectations; or
- (c) that any AI tool provided by Blue Lucy in connection with the provision of the Services or the Software has been trained for any specific use by the Customer (or any Authorised Affiliate).

7.5 Blue Lucy is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Services and the Software may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

7.6 The Contract shall not prevent Blue Lucy from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under the Contract.

7.7 Blue Lucy warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under the Contract.

8. Customer's obligations

8.1 The Customer shall:

- (a) provide Blue Lucy with:
 - (i) all necessary co-operation in relation to the Contract; and
 - (ii) all necessary access to the Customer System and such information as may be reasonably required by Blue Lucy;

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in order to provide the Services and deploy or otherwise make the Software available, including Customer Data, security access information and configuration services;

(b) without affecting its other obligations under the Contract, comply with all applicable laws and regulations with respect to its activities under the Contract;

(c) carry out all other Customer responsibilities set out in the Contract in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, Blue Lucy may adjust any agreed timetable or delivery schedule as reasonably necessary and the Customer shall be responsible for any additional costs that Blue Lucy incurs as a result of such delays;

(d) ensure that the Authorised Users interact with the Services, the Software and the Documentation (as applicable) in accordance with the Contract and shall be responsible for any Authorised User's breach of the Contract;

(e) obtain and shall maintain all necessary licences, consents, and permissions necessary for Blue Lucy, its contractors and agents to perform their obligations under the Contract; and

(f) be, to the extent permitted by law and except as otherwise expressly provided in the Contract, solely responsible for:

(i) procuring, maintaining and securing the Customer's (and any Authorised Affiliate's) network connections and telecommunications links from the Customer System to Blue Lucy data centres; and

(ii) all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's (and any Authorised Affiliate's) network connections or telecommunications links or caused by the internet.

9. Charges and payment

9.1 The Customer shall pay the Charges to Blue Lucy in accordance with this clause 9.

9.2 Blue Lucy shall, unless otherwise provided for in the Order Form, invoice the Customer for the Charges in advance for each Quarterly Period or, if the Start Date falls on a date part way through a Quarterly Period, for the remaining part of that Quarterly Period, or, if the Contract expires part way through a Quarterly Period, for the unexpired part of that Quarterly Period.

9.3 The Customer shall pay invoices:

(a) within 30 days of receipt of the invoice; and

(b) in cleared funds to the bank account nominated in writing by Blue Lucy.

9.4 If Blue Lucy has not received payment of any Charges within 14 days after their due date, then, without prejudice to any other rights and remedies of Blue Lucy:

(a) Blue Lucy may, on no less than 10 Business Days' notice to the Customer and without liability to the Customer, disable the Customer's, any Authorised Affiliate's and any Authorised User's password, account and access to all or part of the Services and the Software and Blue Lucy shall be under no obligation to provide any or all of the Services or the Software while the invoice(s) concerned remain unpaid; and

(b) interest shall accrue on a daily basis on such due amounts at an annual rate equal to 6% above the Bank of England's base rate from time to time, but at 6% a year for any period when the base rate is below 0%, commencing on the due date and continuing until fully paid, whether before or after judgment.

9.5 All amounts and fees stated or referred to in the Contract:

(a) shall be payable in the currency specified by Blue Lucy;

(b) are non-cancellable and non-refundable (unless expressly permitted under the Contract); and

(c) are exclusive of VAT, which shall be added to Blue Lucy's invoice(s) at the appropriate rate, if applicable.

10. Confidentiality and Publicity

10.1 Each party undertakes not to use the Confidential Information otherwise than in the exercise and performance of its rights and obligations under the Contract (**Permitted Purposes**).

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10.2 In relation to the Customer's (and any Authorised Affiliate's) Confidential Information:

(a) Blue Lucy shall treat as confidential all Confidential Information of the Customer and any Authorised Affiliate supplied under the Contract.

(b) Blue Lucy shall not divulge any such Confidential Information to any person, except to its own officers and employees and then only to those officers and employees who need to know it for the Permitted Purposes. Blue Lucy shall ensure that its officers and employees are aware of, and comply with, this clause 10; and

(c) Blue Lucy may provide its contractors, subcontractors or professional advisers with such of the Customer's (and any Authorised Affiliate's) Confidential Information as they need to know for the Permitted Purposes, provided that such contractors, subcontractors or professional advisers have first entered into a written obligation of confidentiality owed to Blue Lucy in terms similar to clause 10.2(a) (which Blue Lucy shall ensure is adhered to).

10.3 In relation to Blue Lucy's Confidential Information:

(a) the Customer shall and shall ensure that the Authorised Affiliates shall treat as confidential all Confidential Information of Blue Lucy contained or embodied in the Software and the Documentation, or otherwise supplied to the Customer and any Authorised Affiliate prior to or during the performance of the Contract;

(b) the Customer shall not (and shall ensure that the Authorised Affiliates shall not) divulge any part of Blue Lucy's Confidential Information to any person, except to their own officers and employees and then only to those officers and employees who need to know it for the Permitted Purposes. The Customer shall (and shall ensure that the Authorised Affiliates shall) ensure that their officers and employees are aware of, and comply with, this clause 10; and

(c) the Customer and the Authorised Affiliates may provide their contractors, subcontractors or professional advisers with such of Blue Lucy's Confidential Information as they need to know for the Permitted Purposes, provided that such contractors, subcontractors or professional advisers have first entered into a written obligation of confidentiality owed to the Customer or an Authorised Affiliate in terms similar to clause 10.3(a) (which the Customer shall ensure is adhered to).

10.4 The restrictions imposed by clause 10.1, clause 10.2 and clause 10.3 shall not apply to the disclosure of any Confidential Information which:

(a) is now in or hereafter comes into the public domain otherwise than as a result of a breach of this clause 10;

(b) before any negotiations or discussions leading to the Contract, was already known by the receiving party and was obtained or acquired in circumstances under which the receiving party was not bound by any form of confidentiality obligation; or

(c) is required by law or regulation to be disclosed to any person who is authorised by law or regulation to receive the same (after consultation, if practicable, with the disclosing party to limit disclosure to such authorised person to the extent necessary).

10.5 Each party shall notify the other party if any of its (or any of the Authorised Affiliates') officers, employees, contractors, subcontractors or professional advisers become aware of any unauthorised disclosure of any Confidential Information and shall afford reasonable assistance to the other party, at that other party's reasonable cost, in connection with any enforcement proceedings which that other party may elect to bring against any person.

10.6 This clause 10 shall remain in full force and effect throughout the duration of the Contract, and for a period of five years after its termination or expiry.

10.7 Following the execution of the Contract either party may issue a press release through any medium in the form set out in Schedule 4.

10.8 Within 20 days following the Software going into productive operation with the Customer Software, the parties shall agree in writing on the form of a case study which Blue Lucy may subsequently publish on any medium.

10.9 If the parties fail to agree on the form of the case study within the time frame referred to in clause 10.8 above, Blue Lucy may disapply any discount on the Subscription Fees that it applied on the basis that the case study would be agreed between the parties within the relevant time frame. In respect of any discounted

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Subscription Fees already paid by the Customer, the Customer shall pay Blue Lucy the total amount of the relevant discount immediately following receipt of Blue Lucy's invoice for such amount.

11. Customer usage indemnity

The Customer shall defend, indemnify and hold harmless Blue Lucy against claims, actions, proceedings, losses, damages, expenses and costs (including court costs and legal fees calculated on an indemnity basis) brought directly against, suffered or incurred by Blue Lucy arising out of or in connection with the Customer's, any Authorised Affiliate's and/or any Authorised Users' unlawful use, or use otherwise in accordance with the Contract or the Documentation, of the Services, the Software and/or the Documentation, as the case may be.

12. Limitation of liability

12.1 Except as expressly and specifically provided in the Contract:

(a) the Customer assumes sole responsibility for the results obtained from the use of, interaction or deployment of the Services, the Software and the Documentation by the Customer, any Authorised Affiliate and/or the Authorised Users, and for any conclusions drawn from such use, interaction or deployment. Blue Lucy shall have no liability for any damage caused by any errors or omissions in any Customer Data, information, instructions or scripts provided to Blue Lucy by the Customer, any Authorised Affiliate or any owner or licensor of the Customer Third Party Software in connection with the Services or the Software, or any actions taken by Blue Lucy at the Customer's or any Authorised Affiliate's direction;

(b) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from the Contract; and

(c) the Services, the Software and the Documentation are provided to the Customer on an "as is" basis.

12.2 Nothing in the Contract limits or excludes:

(a) liability for death or personal injury caused by Blue Lucy's negligence;

(b) liability for fraud or fraudulent misrepresentation; or

(c) any liability which cannot legally be limited; or

(d) the Customer's payment obligations under the Contract.

12.3 Subject to clause 12.1 and clause 12.2, Blue Lucy 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 direct or indirect) of profits, business, business opportunities, revenue, turnover, reputation or goodwill;

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

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

(d) any special, indirect or consequential loss, costs, damages, charges or expenses.

12.4 Subject to clause 12.1 and clause 12.2, Blue Lucy's total aggregate liability in contract, tort (including negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising under or in connection with the performance or contemplated performance of the Contract or any collateral contract shall not exceed the cap. If the breaches, negligence and/or misrepresentations committed in more than one contract year give rise to a single claim or a series of connected claims, Blue Lucy's total aggregate liability for those claims shall not exceed the single highest annual cap for those contract years.

12.5 in clause 12.4:

(a) **cap.** The cap is the total Charges paid in the contract year in which the breaches, negligence and/or misrepresentations occurred multiplied by 1.5 (one point five) or, if no Charges have been paid in the contract year in which the breaches, negligence and/or misrepresentations occurred, £10,000 (ten thousand pounds sterling); and

(b) **contract year.** A contract year means a 12 month period commencing on the Effective Date or any anniversary of it.

12.6 Unless the Customer notifies Blue Lucy that it intends to make a claim in respect of an event within the notice period, Blue Lucy shall have no liability for that event. The notice period for an event shall start on the day on which the Customer became, or ought reasonably to have become, aware of the event having occurred and shall expire six months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

13. Term and termination

13.1 The Contract shall, unless otherwise terminated pursuant to its terms, commence on the Effective Date and shall continue for the Initial Subscription Term and, thereafter, the Contract shall be automatically renewed for successive periods of 1 year (each a **Renewal Period**) and the Initial Subscription Term together with any subsequent Renewal Periods shall constitute the **Subscription Term**.

13.2 If a party notifies the other party in writing of termination at any time before the end of the Initial Subscription Term or any Renewal Period, the Contract shall terminate on the expiry of the Initial Subscription Term or relevant Renewal Period.

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

(a) the other party fails to pay any amount due under the Contract on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment;

(b) the other party commits a material breach of any other term of the Contract and (if such breach is remediable) fails to remedy that breach within a period of 7 days after being notified in writing to do so;

(c) the other party makes a resolution for its winding up, makes an arrangement or composition with its creditors or makes an application to a court of competent jurisdiction for protection from its creditors or an administration or winding-up order is made or an administrator or receiver is appointed; or

(d) the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business.

13.4 On the expiry or termination of the Contract for any reason:

(a) all licences granted under the Contract shall immediately terminate and the Customer shall immediately cease all use of the Services, the Software and/or the Documentation;

(b) the Customer shall immediately pay any outstanding invoices or any other outstanding charges and interest to Blue Lucy;

(c) in respect of any Services provided but for which no invoice has been submitted, Blue Lucy shall submit an invoice, which shall be payable by the Customer immediately upon receipt;

(d) each party shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party; and

(e) without prejudice to Blue Lucy's DPA, Blue Lucy shall either (as directed in writing by the Customer) return, destroy or otherwise dispose of any Customer Data in its possession; and

(f) any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of Contract which existed at or before the date of termination shall not be affected or prejudiced.

13.5 The Customer shall pay Blue Lucy's reasonable fees and expenses for returning any Customer Data to the Customer pursuant to clause 13.4(e) prior to Blue Lucy arranging for the Customer Data to be returned.

13.6 If, within 30 days of the termination or expiry of the Contract, the Customer has not directed Blue Lucy to either return, destroy or otherwise dispose of any Customer Data in its possession, Blue Lucy may, without further notification to the Customer, destroy or otherwise dispose of any Customer Data in its possession.

14. Export

14.1 Neither party shall (and the Customer shall ensure that any Authorised Affiliate shall not) in any circumstances export, directly or indirectly, any technical data acquired from the other party under the Contract (or any products, including software, incorporating any such data) in breach of any applicable laws or regulations (**Export Control Laws**), including United States export laws and regulations, to any country for which the United States or any other government or any agency thereof at the time of export requires an export licence or other governmental approval without first obtaining such licence or approval.

14.2 Each party undertakes:

(a) contractually to oblige any third party to whom it discloses or transfers any such data or products to make an undertaking to it in similar terms to the one set out above; and

(b) if requested, to provide the other party with any reasonable assistance, at the reasonable cost of the other party, to enable it to perform any activity required by any competent government or agency in any relevant jurisdiction for the purpose of compliance with any Export Control Laws.

15. Force majeure

Neither party shall be in breach of the Contract or otherwise liable for any delay or failure in the performance of its obligations for so long as and to the extent that such delay or failure results from events, circumstances or causes beyond its reasonable control. If the period of delay or non-performance continues for 30 days, the party not affected may terminate the Contract by giving not less than 30 days' written notice to the affected party.

16. Anti-bribery and anti-corruption

16.1 Each party shall during the term of the Contract:

(a) comply with the Relevant Requirements;

(b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;

(c) establish, maintain and enforce its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements; and

(d) notify the other party (in writing) if it becomes aware of any breach of this clause 16 or has reason to believe that it has received a request or demand for any undue financial or other advantage in connection with the performance of the Contract.

16.2 Breach of this clause shall be deemed a material breach of the Contract.

16.3 For the purpose of this clause 16, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively.

17. Conflict

If there is an inconsistency between:

(a) any of the provisions in the Order Form and these Conditions, the provisions in the Order Form shall prevail; and

(b) any of the provisions in the Contract and Blue Lucy's DPA, the provisions in Blue Lucy's DPA shall prevail.

18. Variation

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

19. Waiver

19.1 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

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19.2 A delay or failure to exercise, or the single or partial exercise of, any right or remedy does not waive that or any other right or remedy, nor does it prevent or restrict the further exercise of that or any other right or remedy.

20. Rights and remedies

Except as expressly provided in the Contract, the rights and remedies provided under the Contract are in addition to, and not exclusive of, any rights or remedies provided by law.

21. Severance

21.1 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract.

21.2 If any provision or part-provision of the Contract is deemed deleted under clause 21.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

22. Entire agreement

22.1 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances and understandings between them, whether written or oral, relating to its subject matter.

22.2 Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract.

22.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

23. Assignment

Neither party shall assign, novate, transfer, charge, declare a trust of, or deal in any other manner with the Contract or any of its rights under it without the prior written consent of the other party.

24. No partnership or agency

Nothing in the Contract is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

25. Third-party rights

25.1 The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

25.2 The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

26. Notices

26.1 Any notice given to a party under or in connection with the Contract shall be in writing and in the English language and shall be:

(a) delivered by commercial courier to its registered office (if a company) or its principal place of business (in any other case); or

(b) sent by email to the other party at the email address below or such other email address as may be notified in writing by that party for such purposes from time to time:

Blue Lucy: at the address stated in the Order Form.

Customer: at the address stated in the Order Form.

26.2 A correctly addressed notice sent by commercial courier shall be deemed to have been received on signature of a delivery receipt or at the time the notice is left at the proper address. A correctly addressed notice

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delivered by email shall be deemed to have been received at the time of transmission provided that no automated delivery failure notification is received by the sender).

26.3 This clause 24 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

27. Governing law

The Contract 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 interpreted in accordance with the law of England and Wales.

28. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).