

Master Software and Services Agreement

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Definitions

In the MSSA and each Agreement, the following words and expressions shall have the following meanings:

“AI Addendum”	the Addendum relating to Artificial Intelligence features and functionality provided as part of any of the Services (as applicable), available at https://www.ideagen.com/ai-addendum (as amended from time to time);
“APIs”	application programming interfaces in the Software;
“Affiliates”	a legal entity that directly or indirectly is controlled by, controls, or is under common control with a Party, provided that “control” shall mean ownership as to more than 50% of another legal entity or the power to direct decisions of another legal entity;
“Agreement”	a contract between the Company and the Client comprising of the MSSA, an Order Form, the Company’s Interpretation Policy and Data Processing Agreement, and (where applicable) the EU Data Act Schedule, AI Addendum and Additional Content Terms all as amended from time to time;
“Applicable Law”	any law which is in force from time to time and any rule, policy, guidance or recommendation issued by any governmental, statutory or regulatory body and any industry code of conduct or guideline, in each case which relates to the Agreement, the MSSA or the Products and/or Services;
“Beta Services”	beta, pre-release and evaluation versions of Software and/or Services;
“Client”	the client specified on the Order Form;
“Client Data”	electronic data uploaded to the Software by or on behalf of the Client;
“Commencement Date”	the effective date specified on the Order Form or the date of the applicable renewal, or in the absence of a date, the date of last signature of the Parties on the Order Form;
“Company”	the supplier of the Products and/or Services specified on the Order Form;
“Confidential Information”	(i) any information (whether written, oral, in electronic form or in any other media) that is disclosed in connection with the MSSA or an Agreement by or on behalf of a Party (the “Discloser”) (or one of the Discloser’s representatives) to the other Party (the “Recipient”) or any of the Recipient’s representatives whether before, on or after the Start Date or the Commencement Date (as applicable) and that relates (in whole or in part) to the Discloser or any of the Discloser’s Affiliates or its (or their) businesses; (ii) the terms of or subject matter of the MSSA or the Agreement (as applicable) or any discussions or documents in relation to it, and in respect of such information each Party shall be deemed to be a Recipient; and (iii) any trade secret where the Discloser is the trade secret holder;
“Content”	means the content modules provided by the Company (where specified on the Order Form as being applicable). The Additional Content Terms available at additional-content-terms.pdf (as amended from time to time) shall be incorporated by reference into the Agreement;
“Contract Year”	in respect of an Agreement, the period of 12 months starting on the Commencement Date of the Agreement, each successive period of 12 months during the term of the Agreement and the period (if any) starting on the day following expiry of the last such period of 12 months and ending on the date of expiration or termination of the Agreement;
“Data Processing Agreement”	the Company’s data processing agreement, available at https://www.ideagen.com/data-processing-agreement (as amended from time to time);

“EU Client”	means a Client (i) who is established in the European Union; or (ii) whose use of the Software according to an Agreement would make any Client Data available to Users within the European Union;
“EU Data Act Schedule”	means the Schedule relating to the EU Data Act 2023, available at https://www.ideagen.com/eu-data-act-schedule (as amended from time to time) and incorporated into any Agreement between the Company and an EU Client;
“Fees”	the charges payable under an Agreement as shown on the Order Form;
“Force Majeure Event”	any event beyond the relevant Party’s reasonable control including war, national emergency, flood, earthquake, strike, or lockout and, in relation to the Company only, interruption or failure of telecommunications or digital transmissions and links, internet slowdown or failures shall be deemed to be a Force Majeure Event;
“Hardware”	computer hardware or equipment specified on the Order Form;
“Hosted” or “Hosting”	a service where Software is deployed on hosted infrastructure and is managed by the Company as specified on the Order Form;
“Initial Period”	the meaning given in Clause 8.1;
“Insolvent”	where a Party makes an arrangement with or enters into a compromise with its creditors, becomes the subject of a voluntary arrangement, receivership, administration, liquidation or winding up, is unable to pay its debts or otherwise becomes insolvent or suffers or is the subject of any distraint, execution, event of insolvency or event of bankruptcy or any other similar process or event, whether in the United Kingdom or elsewhere;
“Interpretation Policy”	the Company’s interpretation policy, available at https://www.ideagen.com/interpretation-policy (as amended from time to time);
“IPR”	any and all patents, rights in inventions, rights in designs, trademarks, trade and business names and all associated goodwill, rights to sue for passing-off or for unfair competition, copyright, moral rights and related rights, rights in databases, typography rights, domain names, rights in information (including know-how and trade secrets) and all other similar or equivalent rights (subsisting now or in the future) in any part of the world, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights for their full term;
“Liability”	liability arising out of or in connection with the Agreement whether in contract, tort, misrepresentation, restitution, under statute or otherwise and/or arising from a breach of, or a failure to perform or defect or delay in performance of, any of a Party’s obligations under this Agreement and all Agreements, in each case howsoever caused including if caused by negligence;
“Material Breach”	a material breach which cannot be remedied or which can be remedied but is not remedied within 30 days of notice being given to remedy that breach and in the case of the Client includes any breach of Clause 4, 12 or 16;
“MSSA”	this Master Software and Services Agreement (including any Appendix thereof), incorporating the Interpretation Policy and Data Processing Agreement (all as amended from time to time);
“On-Premise”	that the Software and associated data are installed and managed on infrastructure at the premises of the Client (or other such location operated or specified by the Client) and managed by the Client or its agents;
“Order Form”	a document accepted by the Parties that details the Products and/or Services that the Company agrees to provide in accordance with the MSSA;
“Parties” or “Party”	singly or collectively the Company and the Client as the context so requires;
“Products”	Software and/or Hardware (and as the context shall require);

“Renewal Period”	the meaning given in Clause 8.1;
“SaaS”	the applicable online software service which makes the Software available to Users using a web-browser;
“Sanctions”	as in force from time to time, any law, regulation, policy, rule or requirement relating to any trade, economic or financial sanctions, restriction, embargo, import or export ban, prohibition on receipt or transfer of funds or assets or on performing services, or equivalent measure, imposed, administered or enforced by governmental institutions and authorities of the United Kingdom, the European Union (or any of its Member States), the United States of America, or any country in which obligations under any Agreement are to be performed;
“Services”	all services performed by the Company under the Agreement (excluding Products and where specified on the Order Form as being applicable);
“Scheduled Downtime”	periods of planned downtime related to network, hardware, Software maintenance or Software upgrades;
“Software”	software products that are ordered by the Client and made available to the Client on an On-Premise, Hosted or SaaS basis by the Company as specified on the Order Form, including any new releases, updates, upgrades, error corrections in respect of the same (where made available by the Company) and may include Content;
“Start Date”	the date of last signature of the Parties of the MSSA;
“Support and Maintenance Services”	support and maintenance services provided by the Company;
“Success Package”	any success package provided by the Company as specified on the Order Form;
“Success Package Services Term”	subject to earlier termination of an Agreement in accordance with its terms, a period of 2 years, or such other period specified on the Order Form, whichever is sooner;
“User”	an individual who is authorised by the Client to use the Software and who is provided with a user identification password; and
“Work Product”	the work, programs, applications, interfaces, software, and other technical information created by the Company in the course of performing the Services on behalf of the Client.

1. Formation of the MSSA and each Agreement

- 1.1. The MSSA shall come into force upon the earlier of (i) the Start Date, (ii) the first delivery date of the Products and/or Services, or (iii) the Client’s use of the Products and/or Services.
- 1.2. Each Agreement shall come into force, and the Client shall have deemed to have accepted the Products and/or Services upon the earlier of (i) the Commencement Date, (ii) the first delivery date of the Products and/or Services or (iii) the Client’s use of the Products and/or Services. Each Order Form forms a separate Agreement between the Parties, incorporating any terms in that Order Form and the terms of the MSSA.
- 1.3. Subject to Clause 8.1, any amendments to the MSSA or any Agreement shall only be effective if agreed in writing.
- 1.4. The Company is not bound by and expressly rejects the Client’s general terms and conditions of purchase and any additional or different terms or provisions that may appear on any order, or the like used by the Client.
- 1.5. If there is any conflict or inconsistency between the MSSA and an Order Form, the terms of the MSSA shall prevail (save where the MSSA expressly provides that the Order Form should prevail).

2. Ownership and IPR

- 2.1. All IPR in the Products, Services and Work Product remain the property of the Company and its third-party licensors (as applicable). Subject to the below and Clause 3, the Client acquires no title or interest in the Products, Services and/or Work Product.

2.2. Where applicable, an Order Form will state whether Hardware is rented or purchased:

- 2.2.1. Where Hardware is purchased, title in and ownership of the Hardware shall pass to the Client upon full payment of the Fees for the Hardware. Until full payment is received, the Hardware shall remain the property of the Company.
- 2.2.2. Where Hardware is rented, title in the Hardware shall remain with the Company at all times. Risk in the Hardware will pass to the Client immediately when it leaves the physical possession or control of the Company or Company's nominated courier and shall only pass back to the Company once the Hardware is back in the physical possession of the Company.
- 2.2.3. The Client shall not create, permit or allow any security interest, charge, lien or encumbrance over any Hardware until title has passed to the Client.

3. Software Licence

- 3.1. Unless otherwise stated on the Order Form, the Company grants the Client for the term of each Agreement, a non-exclusive, non-transferable, non-sublicensable, revocable licence to use the Software and/or Work Product for the Client's internal business operations only. No licence shall be granted to any Affiliate of the Client unless such Affiliate has entered into its own agreement with the Company or an Agreement explicitly provides for usage by Affiliates.
- 3.2. The Client shall comply with all third-party licensing terms notified to the Client by the Company or made available in user help files of the Software and shall not cause the Company to breach such terms.
- 3.3. Client agrees that the Company may be required to interrupt the Software without notice to protect the integrity of the Software. The Company will use reasonable efforts to minimise such interruptions.

4. Terms of Use

4.1. The Client and its Users shall not:

- 4.1.1. reproduce, copy (except as permitted by law), distribute, redistribute, store, sell, rent, lease, adapt, vary make available as a bureau service, sub-license, assign, transfer, disclose, create derivative works of, or re-use the Software and/or Work Product without the prior written consent of the Company;
- 4.1.2. disassemble, decompile or reverse-engineer the Software and/or Work Product;
- 4.1.3. alter, remove, obscure, conceal or interfere with any markings on or within the Software and/or Work Product which refers to the Company and/or its third-party licensors (as applicable) and must not interfere with, or fail to reproduce, any other copyright notices of the Company and/or its third-party licensors (as applicable) in or on the Software and/or Work Product and all copies thereof;
- 4.1.4. use the Software and/or Work Product for any purpose that is illegal, fraudulent, harmful or contrary to Applicable Law or any written instruction or guidelines from the Company;
- 4.1.5. knowingly introduce any trojans, viruses, worms, logic bombs or other material, which is malicious or technologically harmful to, or otherwise attack, the Software and/or Work Product;
- 4.1.6. damage or impair the availability or accessibility of the Software and/or Work Product; or
- 4.1.7. tamper with or attempt or assist any third-party to gain unauthorised access to, the Software and/or Work Product or any server, computer or database connected to the Software and/or Work Product or probe, scan or test the vulnerability of the Software and/or Work Product.

4.2. The Client shall not use the Products, Services and/or Work Product to take any actions that:

- 4.2.1. infringe any third-party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy or violate Sanctions or Applicable Law or are defamatory, libellous, threatening or obscene;
- 4.2.2. constitute unauthorised entry to any machine accessible via the network; or
- 4.2.3. perform penetration testing of any type without the written authority of the Company.

- 4.3. The Client shall promptly notify the Company of any actual or suspected unauthorised access or use of the Products and/or the Services.
- 4.4. The Client grants the Company and its Affiliates a fully paid-up, non-exclusive, royalty-free, non-transferable licence to use any Client Data or other materials provided by the Client to the Company and/or its Affiliates during the term of each Agreement for the purpose of providing the Products and/or Services.
- 4.5. Where the Software provided is On-Premise, the Software must be installed by the Client in accordance with the volume, usage and type of licences detailed on the Order Form. Installations are only permitted on systems under the full control of the Client. Any hardware of the Client must meet the Company's minimum system requirements as notified from time to time.
- 4.6. Where the Order Form specifies that Products are provided to the Company by a third-party, the Client agrees that the specifications or functionality of such Products may be subject to change, provided such change does not materially affect the Products or Services supplied by the Company.
- 4.7. The Client agrees that (except in respect of the Software), it is solely responsible for any integrations, programs, applications, interfaces, code, data, content, or resources that it creates, transmits or displays through, or using, the APIs. The Client further acknowledges that additional fees and charges may be applicable for use of the Company's APIs.

5. Free trials

- 5.1. Where the Company offers a free trial on the Order Form, this shall be available to the Client until the earlier of (i) the end of the free trial period; (ii) the Commencement Date of an Agreement in respect of the relevant Software; or (iii) the date of termination of the free trial by the Company in its sole discretion as notified to the Client in writing by the Company.
- 5.2. Any Client Data uploaded to the Software and any customisations by the Client during a free trial shall be permanently deleted upon termination of the free trial period unless the Client enters into an Agreement to purchase the same Software. Subject to Clause 9.4, the Company shall have no Liability for any harm or damage arising out of or in connection with a free trial except to the extent any harm or damage cannot be excluded by Applicable Law.

6. Beta Services

The Company may make Beta Services available to the Client at no charge and may discontinue the Beta Services at any time at its sole discretion. The Company provides no warranties (express or implied) in respect of the Beta Services and, subject to Clause 9.4, the Company shall have no Liability for any harm or damage arising out of or in connection with a Beta Service except to the extent any harm or damage cannot be excluded by Applicable Law.

7. Software and Service Usage Limits

- 7.1. Where applicable, Software and/or Services may be subject to any volume and/or other usage limits if such limits are specified on the applicable Order Form or otherwise agreed by the Parties. Unless otherwise specified in an Order Form:
 - 7.1.1. where a quantity on an Order Form refers to named or a number of Users, the Software may not be accessed by more than that number of Users;
 - 7.1.2. where a quantity on an Order Form refers to a number of concurrent Users, the Software may not be accessed by more than that number of Users at any point in time;
 - 7.1.3. a User's password may not be shared with any other individual;
 - 7.1.4. a User identification may only be reassigned to a new individual replacing one who shall no longer use the Software; and
 - 7.1.5. usage of the Software by Affiliates shall be governed by Clause 3.1.
- 7.2. The Client may request an increase in (i) number of Users, (ii) modules, and/or (iii) amount of Content (as the context shall apply) at any point during the Initial Period or applicable Renewal Period. Any additional Users shall be charged at the Company's then current standard rates.
- 7.3. The Client may only request a reduction in the scope or volume of SaaS licenses, modules, and/or Content at least 90 days prior to the end of the Initial Period or the applicable Renewal Period, such reduction to take effect from the start of the next Renewal Period.

Unless otherwise agreed in writing, the Client may not reduce the scope or volume of SaaS licenses, modules, and/or Content such that the Fees payable under the Agreement in the next Renewal Period shall be less than 50% of the Fees paid and payable under the Agreement in the current Renewal Period (or, where the Initial Period has not yet expired, the Initial Period).

- 7.4. Where Software includes the uploading, and downloading of data, limits may apply to the amount of data transferred in any given time period. Unless otherwise specified on the applicable Order Form, there shall be a limit of 20GB per month for outbound data and 50GB for data storage.
- 7.5. The Client shall inform the Company (i) at the start of each Renewal Period of the number of Users at that point in time; and (ii) immediately if at any time any usage limits are exceeded.
- 7.6. Notwithstanding Clause 7.5, the Company may audit the Client's compliance with any usage limits at any time during the term. The Client shall provide all assistance reasonably requested by the Company in connection with any such audit.
- 7.7. If the Client exceeds a usage limit, the Company shall be entitled to invoice the Client for additional quantities of the applicable Software and/or Services which shall be charged at the Company's then current standard rates retrospectively from the point at which the usage limits were exceeded until the end of the Initial Period and/or Renewal Period (as applicable).

8. Term and Termination

- 8.1. Unless otherwise specified in the Order Form (in which case the Order Form shall take precedence), the MSSA and each Agreement shall continue for an initial period of 24 months (the "Initial Period") and shall then automatically renew for successive periods of 24 months (each a "Renewal Period"), unless (a) either Party gives written notice to the other of its intent to terminate at least 90 days prior to the end of the Initial Period or applicable Renewal Period; and (b) where the Party giving notice to terminate is the Client, the Client has ceased all use of the Software by the end of the Initial Period or applicable Renewal Period. The Company's then current terms available at <https://www.ideagen.com/legal-terms> shall apply to any Renewal Period and the terms of the MSSA shall be deemed to be replaced by the said terms.
- 8.2. Notwithstanding any notice to terminate an Agreement being given by the Client, if the Client makes any use of the Software on or after the date of termination or expiration of an Agreement, the Agreement shall be deemed to have been extended for a further Renewal Period effective from the date the Agreement would have otherwise terminated or expired (save where the Agreement has been terminated by the Company, in which case this Clause 8.2 shall not apply). The terms of such Renewal Period shall be determined in accordance with Clause 8.1.
- 8.3. The Client may terminate an Agreement on 30 days' written notice where the Company commits a Material Breach of that Agreement. A Material Breach of an Agreement by the Company shall not affect any other Agreement between the Parties.
- 8.4. Either Party may terminate the MSSA or any and all Agreements by written notice where the other Party becomes Insolvent.
- 8.5. The Company may terminate any or all Agreements and/or the MSSA by written notice and/or suspend Software and/or Services, with immediate effect if:
 - 8.5.1. the Client fails to pay any amount due to the Company as it falls due (under any Agreement) and has not remedied its breach following 30 days' notice to do so by the Company;
 - 8.5.2. as a result of Sanctions applying to or otherwise targeting the Client or any obligations under any Agreement, the Company considers in its sole discretion that it would be impossible, impracticable or unlawful to perform any obligations or exercise any rights under any Agreement; or
 - 8.5.3. the Client commits a Material Breach.
- 8.6. Where applicable, if the Client fails to pay any amount to the Company as it falls due for Hardware, the Company may, without prejudice to any other rights or remedies: (i) suspend delivery of any undelivered Hardware; (ii) require the Client to return the Hardware to the Company at the Client's cost; and/or (iii) enter the Client's premises to recover the Hardware, and the Client hereby grants the Company an irrevocable licence to enter such premises for this purpose.
- 8.7. Where Software is provided On-Premise, within 30 days of expiration or termination of the Agreement, the Client shall uninstall the Software and delete any copies to the Company and provide a signed certificate confirming compliance.

- 8.8. Termination or expiration of the Agreement is without prejudice to any accrued rights or remedies available to the Parties and shall not affect the enforceability of any provision of the Agreement which is expressly or by implication intended to come into or continue into force on or after such termination.
- 8.9. Any notice given by the Client to terminate the MSSA or an Agreement in accordance with Clause 8.1, 8.3 or 8.4 must be sent to the location for termination notices set out in the Company's Interpretation Policy.
- 8.10. Any Client Data uploaded to the Software shall be permanently deleted following termination of the MSSA or the relevant Agreement and it is the Client's responsibility to extract any such Client Data from the Software prior to such termination. The Company shall have no obligation to maintain Client Data, or any other information submitted by the Client following such termination and may delete or destroy all copies in the Company's systems or otherwise in the Company's possession or control provided in the Agreement, unless prohibited by Applicable Law.
- 8.11. If the Client requires any assistance from the Company in relation to the extraction of Client Data from the Software, it must notify the Company at least 30 days prior to the effective date of termination of MSSA or the relevant Agreement. Any such assistance will be at the Company's discretion, and the Company shall be entitled to charge the Client for any costs and expenses incurred in the provision of the same.

9. Limitation of Liability

- 9.1. All warranties, conditions and other terms implied by law (whether by statute, common law or otherwise) are to the extent permitted by law excluded from this Agreement.
- 9.2. Subject to Clause 9.4, in respect of events (or, in the case of a series of connected events, the first in that series of events) that occur in connection with the Agreement in any one Contract Year:
 - 9.2.1. subject to Clauses 9.2.2 and 9.2.3, neither Party's total aggregate Liability shall exceed the total Fees paid or payable under the Agreement in that Contract Year;
 - 9.2.2. subject to Clause 9.2.3, neither Party's total aggregate Liability arising from a breach or claim of Clause 12 (confidentiality) and/or Clause 13 (data protection) in that Contract Year shall exceed 2 times the total Fees paid or payable under the Agreement in that Contract Year; and
 - 9.2.3. neither Party shall be liable for loss of profits, goodwill, business opportunity or anticipated savings, loss of data, injury to reputation, wasted management time or indirect, consequential or special loss or damage.
- 9.3. The financial limits set out in Clauses 9.2.1 and 9.2.2 shall operate as separate, independent limits and any Liability of a Party which falls within one of those Clauses shall not be taken into account in assessing whether the financial limits in the other Clauses have been reached.
- 9.4. Nothing in an Agreement shall limit or exclude either Party's Liability (i) to pay the Fees; (ii) under the indemnities in Clause 10; or (iii) for death or personal injury caused by its negligence; (iv) for fraud or fraudulent misrepresentation; or (v) for any other loss or damage which cannot be excluded by law.

10. Indemnification

- 10.1. The Client shall indemnify the Company against all losses, liabilities, costs, damages and expenses and any third-party claims (i) resulting from the unauthorised use of the Software or the Services; or (ii) that any of Client's content (including Client Data) infringes or violates any rights of third parties, including, rights of publicity, rights of privacy, IPR, trade secrets or licences except to the extent such losses, liabilities, costs, damages and expenses are caused or contributed to by the Company.
- 10.2. The Company shall indemnify the Client against any third-party claims alleging that the Company's Software infringes the IPRs of a third-party except to the extent such third-party claim arises as a result of the negligence, fraud, breach or wilful misconduct of the Client. In such circumstances, the Company shall at its own expense and sole discretion (i) procure the right for the Client to continue using the Software or any part thereof, (ii) replace the Software with a functionally equivalent non-infringing product, or (iii) modify the same so as to make it non-infringing. If the Company is unable to perform these options, the Client shall return the allegedly infringing item, and the Company shall refund the Client the amount paid by the Client for such infringing item. This Clause 10.2 shall constitute the Company's sole Liability and the Client's sole and exclusive remedy with respect to any infringement or claim of infringement.

- 10.3.** On becoming aware of a potential claim under Clause 10.1 or 10.2, the Party seeking indemnification shall: (i) notify the other Party (“Indemnitor”) in writing of the claim for which indemnification is being sought; (ii) make no admission without the Indemnitor’s consent; and (iii) allow the Indemnitor to conduct and/or settle all negotiations in or prior to litigation.
- 10.4.** The terms of this Clause 10 shall survive termination of the Agreement.

11. Warranties and Representations

- 11.1.** Each Party warrants that (i) it has the right and power to enter into the MSSA and each Agreement; and (ii) an authorised representative has executed or shall execute the MSSA and each Agreement.
- 11.2.** The Company warrants that the Services shall be performed in a professional and workmanlike manner in accordance with recognised industry standards and Applicable Laws. If Client believes that the warranty in this Clause 11.2 has not been complied with, the Client shall notify the Company within 30 days after the Services were performed, and the Company, as its sole Liability and Client’s sole remedy shall re-perform the Services at no additional cost.
- 11.3.** The Company warrants that any Hardware shall be free from material defects in materials and workmanship for a period of 12 months from the date of delivery. If the Client believes that the warranty in this Clause 11.3 has not been complied with, the Client shall notify the Company within 30 days after discovering the defect, and the Company, as its sole Liability and the Client’s sole remedy shall, at the Company’s option: (i) repair the defective Hardware; (ii) replace the defective Hardware with functionally equivalent hardware; or (iii) refund the Fees paid by the Client for the defective Hardware. This warranty does not apply to any defect, damage or failure arising from or attributable to: (i) normal wear and tear; (ii) failure to follow the Company’s or manufacturer’s instructions; (iii) misuse, abuse, accident, neglect or failure to maintain the Hardware in accordance with any applicable instructions; (iv) modifications, alterations or repairs to the Hardware by anyone other than the Company or its authorised representatives; (v) use of the Hardware with equipment or software not supplied or approved by the Company; (vi) environmental conditions outside the Hardware’s specified operating parameters; or (vii) Force Majeure Events.
- 11.4.** Except as stated herein, Products are provided “as is”, without any representation or warranty of any kind, whether express or implied. To the maximum extent permitted by Applicable Law, the Company disclaims all warranties and representations, including any implied warranties of fitness or suitability for any particular purpose.
- 11.5.** The Client warrants to the Company that the Client shall provide an environment capable of receiving the Products and/or Services.
- 11.6.** Times and dates referred to in the MSSA, or any Agreement are estimates only and are not of the essence.
- 11.7.** The Client warrants that it has not relied and does not rely on any representation made by the Company that has not been expressly stated in the MSSA or any Agreement, or upon any descriptions, illustrations or specifications contained in any marketing material produced by the Company. The Client acknowledges that, to the extent the Company has made any representation that is not otherwise expressly stated in the MSSA or any Agreement, the Client has had an opportunity to independently verify the accuracy of that representation.

12. Confidentiality

- 12.1.** Each Party shall, in respect of any Confidential Information of which it is the Recipient, and for a period of 3 years following termination or expiry of the MSSA or relevant Agreement (as applicable):
- 12.1.1.** use that Confidential Information only to the extent necessary for the purposes of the MSSA or Agreement (as applicable);
 - 12.1.2.** not disclose that Confidential Information to any person other than (i) any person employed or engaged by it; (ii) its auditors and professional advisers who shall in each case be bound by equivalent confidentiality provisions; (iii) a regulatory authority; or (iv) as required by law; and
 - 12.1.3.** use all reasonable endeavours to protect and maintain the confidentiality of that Confidential Information.
- 12.2.** Clause 12.1 shall not apply to any information that: (i) is or becomes public knowledge other than as a result of a breach of this Clause 12; (ii) was rightfully in the Recipient’s possession before its disclosure to the Recipient and is not under an obligation of confidentiality in relation to that information; or (iii) is or was received from a third-party who is not under an obligation of confidentiality in relation to the information provided.

- 12.3.** Each Party agrees that damages may not be an adequate remedy for any breach of this Clause 12 and that the other Party shall be entitled to seek injunctive relief, including a court order.
- 12.4.** The Recipient shall not obtain any right, title, or interest in any Confidential Information of the Discloser.

13. Data Protection

The Parties shall comply with the provisions of the Data Processing Agreement.

14. Client Responsibilities

- 14.1.** The Client is fully responsible for: (i) administering security within the Company's applications (including the granting and removal of rights to a User); (ii) maintaining its User desktops and providing its Users with network access to the Software and/or Services; (iii) the implementation, testing and on-going configuration of the database; (iv) providing accurate input information as prescribed by the Company; (v) advising the Company of any changes to the Client's operations that would require any change to the Services; (vi) configuring necessary User accounts; and (vii) performing all of its obligations in a timely manner and in accordance with Applicable Law.
- 14.2.** The Client shall at all times provide such access to equipment, information, data, personnel, platforms or environments as may be reasonably requested by the Company and the Client shall take all necessary precautions to protect the health and safety and security of the Company's personnel whilst they are at the Client's premises.
- 14.3.** Where Client has purchased Hardware under an Order Form, The Client shall:
 - 14.3.1.1.** ensure that the Hardware is used only for its intended purpose and in accordance with any instructions, documentation or specifications provided by the Company or the manufacturer;
 - 14.3.1.2.** not modify, alter, disassemble, reverse engineer or attempt to derive the source code of any firmware or software embedded in the Hardware;
 - 14.3.1.3.** maintain appropriate insurance covering the Hardware against loss, theft, damage and other risks;
 - 14.3.1.4.** comply with all health and safety requirements and environmental regulations applicable to the use, storage and disposal of the Hardware;
 - 14.3.1.5.** not remove, obscure or alter any labels, markings, serial numbers or proprietary notices on the Hardware; and
 - 14.3.1.6.** notify the Company immediately of any theft, loss or damage to the Hardware.
- 14.4.** Where Hardware is financed or leased through a third-party financing arrangement, the Client shall comply with all terms of such financing arrangement, and the Company shall have no liability for any dispute between the Client and the financing provider.
- 14.5.** Where Hardware is rented and Client returns the Hardware in an unclean, damaged and/or defective state (except due to fair wear and tear and/or an inherent fault in the Hardware), the Client shall be liable to pay the Company for the cost of any repair and/or cleaning required to return the Hardware to a condition fit for re-hire and to pay the Fees for such Hardware until such repairs and/or cleaning have been completed. In the event Hardware is lost, stolen or damaged beyond reasonable repair, Client shall be liable to pay the Company's then-current fair market value for such Hardware.

15. Support and Maintenance

- 15.1.** The Company shall provide Support and Maintenance Services as described on the Company's support hub, available at <https://help.ideagen.com>, which is subject to change. Where a Product is not included on the Company's support hub, such information shall be made available upon request.
- 15.2.** Where applicable, the Company may release a new version of the Software for installation. Where the Company releases a new version of the Software, which requires the Client to self-install, the Client shall comply with the applicable instructions provided. Should the Client require assistance from the Company, there may be charges associated with this.
- 15.3.** If there is any Scheduled Downtime, the Company shall publish notice or notify the Client at least 5 business days prior to the commencement of this.

15.4. Where applicable, the Company shall only support the current version and two previous versions of the Software.

16. Fees and Payment

16.1. Payment obligations are non-cancellable, and Fees are non-refundable. Unless otherwise stated on the Order Form, the Client shall be invoiced:

16.1.1. for the annual total Fees at any time on or after the Commencement Date in relation to the Initial Period and in advance of renewal for any Renewal Period, provided that:

16.1.1.1. all Services must be utilised within 12 months from the Commencement Date; and

16.1.1.2. any Services which are not utilised within that 12-month period cannot be carried over to a new term and shall automatically expire at the end of that 12-month period;

16.1.2. monthly in arrears, for travel and subsistence expenses which may be invoiced in addition to the Fees; and

16.1.3. for the total Fees for a Success Package as shown on the Order Form at any time on or after the Commencement Date. Any associated Services that are not utilised during the Success Package Services Term cannot be carried over to any new term and shall automatically expire at the end of the Success Package Services Term.

16.2. The Company may increase the Fees prior to completion of the Product and/or Services if, and to the extent that, the acts and/or omissions of the Client have caused an increase in the cost to the Company.

16.3. The Company may increase the Fees in respect of an Agreement no more than once in any 12-month period which shall apply on each anniversary of the Commencement Date of the relevant Agreement.

16.4. If the Client is late in making payment, the Company may charge the Client (a) interest at the rate of 2% above the base rate of the Bank of England in force from time to time, on any amount due from the Client to the Company from the date due for payment until payment is received; and (b) any costs and expenses incurred (including reasonable third-party fees) by the Company in connection with the collection of the Client's overdue amounts.

16.5. The Fees do not include any local, state, federal or foreign taxes, levies, or duties of any nature, including value added or other sales and use taxes such as VAT or GST ("Taxes"). The Client is responsible for paying all Taxes, in addition to the Fees, and excluding only taxes based on the Company's net income. If the Company has the legal obligation to pay or collect Taxes for which the Client is responsible under this Clause, the appropriate amount shall be invoiced to and paid by the Client unless the Client provides the Company with a valid tax exemption certificate authorised by the appropriate taxing authority. If any payment of the Fees is legally subject to withholding tax, the Client shall only be entitled to deduct withholding tax at the lowest applicable rate under the relevant double taxation treaty. Where available, the Client shall provide the Company with the appropriate certificate(s) free of charge confirming the amounts withheld by the Client in accordance with this Clause.

16.6. Unless otherwise stated on the Order Form, all invoices shall be payable in Pounds Sterling and within 30 days from the date on which the invoice is issued.

16.7. Neither Party is entitled to set off, deduct or withhold any sums in any manner from payments due nor sums received in respect of any claim under any Agreement at any time.

16.8. The Company will not accept cheques as a payment method.

17. Postponement of Scheduled Services

Subject to any expiry term of the Services, the Client may request to postpone a scheduled Service (excluding Support and Maintenance Services) on no less than 15 business days' prior notice. Where the Client has provided less than 15 business days' notice, the Client will be required to repurchase the impacted Services.

18. Artificial Intelligence

The AI Addendum shall be applicable to and be incorporated into any Agreement where AI Services (as defined in that Addendum) are provided to the Client as part of the Services, whether embedded within a Product or Services, as part of a bundled service provision or by any other means.

19. Force Majeure

If either Party cannot fulfil its obligation due to a Force Majeure Event the affected Party shall not be deemed to be in breach of its obligations. That Party shall immediately give notice of this to the other Party and must take all reasonable steps to resume performance of its obligations. The Client shall not be entitled to rely on the terms of this Clause in respect of its obligations to make payment. If the period of such incapacity exceeds 90 days, then the Agreement may be terminated on 30 days' notice by the Party not seeking relief under this Clause 19 unless the Parties first agree otherwise in writing.

20. Non-Solicitation

Neither Party shall (except with the prior written consent of the other Party) directly or indirectly solicit or entice away (or attempt to solicit or entice away) from the employment of the other Party any person employed or engaged by such other Party (in the case of the Company) in the provision of the Products and/or Services or (in the case of the Client) in the receipt of the Products and/or Services at any time during the term of the MSSA or for a further period of 6 months after the termination of the MSSA other than by means of a national advertising campaign open to all comers and not specifically targeted at any of the staff of the other Party.