

STANDING ON GIANTS MASTER TERMS OF SERVICE

These Master Terms of Service, the Order Form and any Statement(s) of Work set out the basis upon which SoG shall provide the Services to the Customer and together shall be defined as the Agreement.

1. DEFINED TERMS

1.1 The definitions in this paragraph apply in this Agreement.

“Annual Licence Fee” means the annual licence fee set out in the Order Form and payable by the Customer for access to the Platform.

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

“Confidential Information” means all confidential information (however recorded or preserved) disclosed by a party or its employees, officers, representatives, contractors, subcontractors and advisers to the other party, including but not limited to (i) any information that would be regarded as confidential by a reasonable business person relating to the business, affairs, customers, clients, or suppliers of the disclosing party or the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party and (ii) any information identified as Confidential Information in clause 11.

“Commencement Date” means the date specified in the Order Form as the Commencement Date or if no Commencement Date is specified in the Order Form, the date on which the Order Form is signed by the parties.

“Community Forum” means the Customer’s customer facing community forum.

“Community Management Services” means any community management services to be provided by SoG to the Customer as more particularly described in the Order Form and Schedule 3.

“Customer” means the customer identified in the Order Form.

“Customer Data” means any data provided to SoG or inputted by the Customer (or its employees, agents and contractors) or SoG on the Customer’s behalf and including personal data of the Customer’s employees, agents and contractors.

“Customer Materials” means any documents, copy, text, logos, information, specifications and materials provided by the Customer to SoG.

“Data Protection Legislation” means the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications).

“Deliverables” means any documents, software, know-how or other works created or supplied by SoG in the course of providing the Services.

“Documentation” means any document(s) made available to the Customer from time to time setting out a description of the Platform Services.

“Fees” means the fees for the Services (including any Annual Licence Fee) payable by the Customer pursuant to this Agreement and as set out in the relevant Order Form or SOW.

“Group” means in relation to a company, that company, any subsidiary or any holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company. Each company in a Group is a member of the Group.

“Initial Term” means the initial term of this Agreement as set out in the Order Form, commencing on the Commencement Date.

“Intellectual Property Rights” means (a) patents, trademarks, service marks, registered designs, applications for any of those rights, trade and business names (including Internet domain names), unregistered trademarks, unregistered trade and business names, database rights, copyrights, rights in designs and inventions and any other intellectual property rights which subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, including the “look and feel” of any websites; and (b) rights of the same or similar effect to those specified in paragraph (a); in each case, in any jurisdiction whether registered, registrable or otherwise.

“Order Form” means the signed order form (including any SOW) outlining the details of the Services ordered by the Customer and to be delivered by SoG under the terms of this Agreement.

“Platform” means the SoG hosted online community software product.

“Platform Services” means any hosted platform services to be provided by SoG to the Customer as more particularly described in the Order Form, Schedule 2 and any Documentation.

“Professional Services” means any training, mentoring and/or consultancy services to be provided by SoG to the Customer as more particularly described in the Order Form, any SOW and Schedule 1.

“Renewal Period” means the period of 12 months, or such other period set out in the Order Form, commencing on the first Business Day after (i) the expiry of the Initial Term or (ii) the previous Renewal Period (as the case may be).

“Services” means the services to be provided by SoG as further detailed in the Order Form and the applicable Schedules to this Agreement, and any other services as may be agreed between the parties from time to time through a SOW.

“Standing on Giants” or “SoG” means Standing on Giants Ltd, with registered company number 10198400, whose registered office is at 114a Cromwell Road, London SW7 4AG.

“Statement of Work” or “SOW” means the statement of work prepared by SoG describing the Services to be provided by SoG, the timetable for their performance and related matters either (i) as referred to in the Order Form or (ii) as agreed in accordance with clause 4.

“Term” shall have the meaning given in clause 2.

“Uptime” means time in which the Services are available. In the calculation of Uptime, downtime caused by the following will not be included in the calculation

- i. DDoS attacks, virus attacks, hacking attempts or where SoG has notified the Customer it is suffering from an incident of Force Majeure;
- ii. scheduled or planned maintenance which has been notified to the Customer at least 72 hours in advance;
- iii. any down time which is caused directly by the Customer's activities (or those of parties within its control)

“UK Data Protection Legislation” means all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

- 1.2 The terms controller, processor, data subject, personal data, personal data breach, processing and appropriate technical and organisational measures have the meaning given to them in the Data Protection Legislation.
- 1.3 Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement.
- 1.4 The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.
- 1.5 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.7 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.8 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time.
- 1.9 A reference to writing or written includes email but not fax.
- 1.10 References to clauses and Schedules are to the clauses and Schedules of this Agreement and references to paragraphs are to paragraphs of the relevant Schedule.

- 1.11 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. TERM AND DURATION

- 2.1 This Agreement shall commence on the Commencement Date. Save as provided in clause 2.3, unless terminated earlier in accordance with its provisions, this Agreement shall continue for the Initial Term and shall automatically extend for a Renewal Period at the end of the Initial Term and at the end of each Renewal Period until or unless either party gives at least ninety (90) days' written notice to terminate, such notice to expire at the end of the Initial Term or any Renewal Period.
- 2.2 The Initial Term together with any subsequent Renewal Periods shall constitute the Term.
- 2.3 Where no Initial Term is provided in the Order Form, this Agreement shall commence on the Commencement Date and shall continue, unless terminated earlier in accordance with the terms of this Agreement, until SoG has completed the provision of the Services when it shall terminate automatically without notice.

3. SERVICES

- 3.1 Subject to the terms of this Agreement, SoG shall provide the Services during the Term.
- 3.2 SoG agrees that the Services will be performed with reasonable skill and care and, in performing its obligations under this Agreement, shall comply in all material respects with all applicable laws.
- 3.3 If SoG's performance of its obligations under this Agreement is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees then, without prejudice to any other right or remedy it may have, SoG shall be allowed an extension of time to perform its obligations at least equivalent to the length of delay caused by the Customer.
- 3.4 SoG shall use reasonable endeavours to meet any performance dates specified in the Order Form or any SOW, or as agreed between the parties, but any such dates shall be estimates only and time for performance by SoG shall not be of the essence of this Agreement.

4. STATEMENTS OF WORK

- 4.1 The Customer may procure additional Services by agreeing a Statement of Work with SoG pursuant to this clause 4.
- 4.2 Each Statement of Work shall be agreed in the following manner:
- 4.2.1 the Customer shall ask SoG to provide Services and provide SoG with as much information as SoG reasonably requests in order to prepare a draft Statement of Work for the Services requested;

4.2.2 following receipt of the information requested from the Customer, SoG shall, as soon as reasonably practicable either:

- (a) inform the Customer that it declines to provide the requested Services; or
- (b) provide the Customer with a draft Statement of Work.

4.3 If SoG provides the Customer with a draft Statement of Work pursuant to clause 4.2.2(b), SoG and the Customer shall discuss and agree that draft Statement of Work and both parties shall sign the draft Statement of Work when it is agreed.

4.4 Once a Statement of Work has been agreed and signed in accordance with clause 4.3, no amendment shall be made to it except in accordance with clause 14.8 (Variation).

4.5 Each Statement of Work shall be part of this Agreement and shall not form a separate contract to it.

5. CHARGES AND PAYMENT

5.1 In consideration of SoG providing the Services to the Customer, the Customer shall pay the Fees to SoG in accordance with this clause 5, the Order Form and any SOW.

5.2 Unless otherwise specified in the Order Form or SOW, the Customer shall, in addition to the payment of the Fees, reimburse SoG for the cost of any hotel, subsistence, travelling and any other ancillary expenses reasonably and properly incurred by SoG, its employees, contractors and agents in the provision of any of the Services. SoG shall submit its invoices for expenses due under this clause to the Customer monthly in arrears.

5.3 If SoG has not received payment of any amount due under this Agreement by the due date for payment then, without limiting SoG's other rights and remedies:

5.3.1 the Customer shall pay interest of the overdue amount from the due date until payment of the overdue amount, whether before or after judgment. Interest shall accrue on such due amounts at an annual rate equal to 8% over the then current base lending rate of Barclays Bank PLC; and

5.3.2 SoG may, without liability to the Customer, suspend or disable all or part of the Customer's access to the Platform and SoG shall be under no obligation to provide any of the Services while the invoice(s) concerned remain unpaid.

5.4 All amounts and fees stated or referred to in this Agreement:

5.4.1 are payable in the currency specified in the Order Form or SOW or otherwise agreed by the parties in writing;

5.4.2 are non-cancellable and non-refundable; and

5.4.3 are exclusive of value added tax unless otherwise expressly stated. VAT shall be charged at the prevailing rate where applicable.

5.5 All amounts due under this Agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

6. CUSTOMER DATA

The Customer shall own all rights, title and interest in and to all of the Customer Data that is not personal data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Customer Data.

7. CUSTOMER OBLIGATIONS

7.1 The Customer shall provide SoG with all necessary cooperation in relation to this Agreement and access to such information as may be reasonably required.

7.2 The Customer undertakes that it shall, and shall procure that its employees, contractors and agents shall:

7.2.1 comply with all applicable governing laws and regulations with respect to the Customer's activities under this Agreement;

7.2.2 carry out all its responsibilities and perform its obligations in a timely and efficient manner. In the event of any delays in the provision of such assistance or performance of any obligations required by SoG, SoG may adjust any agreed timetable or delivery schedule as reasonably necessary;

7.2.3 obtain and shall maintain all necessary licences, consents, and permissions necessary for us or our contractors and agents to perform their obligations under this Agreement.

8. DATA PROTECTION

8.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 8 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

8.2 The parties acknowledge that:

8.2.1 if SoG processes any personal data on the Customer's behalf when performing its obligations under this Agreement, the Customer is the controller and SoG is the processor for the purposes of the Data Protection Legislation;

8.2.2 Schedule 4 sets out the scope, nature and purpose of the processing by SoG, the duration of the processing and the types of personal data and categories of data subject; and

- 8.2.3 personal data may be transferred or stored outside the EEA or the country where the Customer and its employees, contractors or agents are located in order to carry out SoG's obligations under this Agreement.
- 8.3 Without prejudice to the generality of clause 8.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to SoG for the duration and purposes of this Agreement so that SoG may lawfully use, process and transfer the personal data in accordance with this Agreement on the Customer's behalf.
- 8.4 SoG shall, in relation to any personal data processed in connection with the performance by SoG of its obligations under this Agreement:
- 8.4.1 process the personal data only in accordance with the terms of this Agreement and any lawful written instructions reasonably given by the Customer from time to time unless SoG is required by the laws of any member of the European Union or by the laws of the European Union applicable to SoG and/or Domestic UK Law (where Domestic UK Law means the UK Data Protection Legislation and any other law that applies in the UK) to process personal data (Applicable Laws). Where SoG is relying on Applicable Laws as the basis for processing personal data, SoG shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit SoG from so notifying the Customer;
- 8.4.2 not transfer any personal data outside of the European Economic Area and the United Kingdom unless the following conditions are fulfilled:
- (a) the Customer or SoG has provided appropriate safeguards in relation to the transfer;
 - (b) the data subject has enforceable rights and effective legal remedies;
 - (c) SoG complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and
 - (d) SoG complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the personal data;
- 8.4.3 assist the Customer, at the Customer's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- 8.4.4 notify the Customer without undue delay on becoming aware of a personal data breach;
- 8.4.5 at the written direction of the Customer, delete or return personal data and copies thereof to the Customer on termination of the agreement unless required by Applicable Law to store the personal data (and for these purposes the term "delete" shall mean to put such data beyond use); and

- 8.4.6 maintain complete and accurate records and information to demonstrate its compliance with this clause and immediately inform the Customer if, in the opinion of SoG, an instruction infringes the Data Protection Legislation.
- 8.5 Each party shall ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data and ensure the rights of data subjects so as to ensure a level of security in respect of personal data processed by it is appropriate to the risks that are presented by the processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to personal data transmitted, stored or otherwise processed.
- 8.6 The Customer consents to SoG appointing Google as a third party processor of personal data under this Agreement. SoG confirms it has entered into a written agreement substantially on that third party's standard terms of business with the appropriate legal entity (depending on the location of the Customer). SoG shall not appoint any other third-party processor without the Customer's prior written consent.

9. PROPRIETARY RIGHTS

- 9.1 The Customer acknowledges and agrees that SoG and/or its licensors own all Intellectual Property Rights in the Services and the Deliverables and other materials provided pursuant to this Agreement. Except as expressly stated herein, this Agreement does not grant the Customer any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Services or Deliverables.
- 9.2 Subject to clause 9.1, SoG licenses all such rights in the Deliverables to the Customer on a non-exclusive basis to such extent as is necessary to enable the Customer to make reasonable use of the Deliverables and the Services during the Term.
- 9.3 The Customer retains all Intellectual Property Rights whether owned or licensed, in any Customer Materials and such other materials as it may provide from time to time. The Customer grants SoG a fully paid-up, worldwide, non-exclusive, royalty free licence during the Term of this Agreement for the purposes of providing the services under this Agreement and for use in its marketing materials (whether in printed or electronic form) for the purpose of highlighting that the Customer uses the services of SoG.

10. INDEMNITY

- 10.1 SoG shall defend the Customer, its officers, directors and employees against any claim that the Customer's use of the Services or Deliverables in accordance with this Agreement infringes any United Kingdom Intellectual Property Rights, and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims, provided that:
- 10.1.1 SoG is given prompt notice of any such claim;

- 10.1.2 the Customer provides reasonable co-operation to SoG in the defence and settlement of such claim, at SoG's expense; and
- 10.1.3 SoG is given sole authority to defend or settle the claim.
- 10.2 In the defence or settlement of any claim, SoG may procure the right for the Customer to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate this Agreement on two Business Days' notice to the Customer without any additional liability or obligation to pay liquidated damages or other additional costs to the Customer.
- 10.3 In no event shall SoG, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on (i) a modification of the Services by anyone other than SoG or (ii) the Customer's use of the Services in a manner contrary to the instructions given to the Customer by SoG or (iii) the Customer's use of the Services after notice of the alleged or actual infringement from SoG or any appropriate authority.
- 10.4 The foregoing states the Customer's sole and exclusive rights and remedies, and SoG (including SoG's employees', agents' and sub-contractors') entire obligations and liability, for infringement of any Intellectual Property Rights.
- 10.5 The Customer shall defend, indemnify and hold harmless SoG against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with SoG's use of the Customer Materials, or the Customer's use of the Services or the Deliverables, provided that:
- 10.5.1 the Customer is given prompt notice of any such claim;
- 10.5.2 SoG provides reasonable co-operation to the Customer in the defence and settlement of such claim, at the Customer's expense; and
- 10.5.3 the Customer is given sole authority to defend or settle the claim.

11. CONFIDENTIALITY

- 11.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under the Agreement. A party's Confidential Information shall not be deemed to include information that:
- 11.1.1 is or becomes publicly known other than through any act or omission of the receiving party;
- 11.1.2 was in the other party's lawful possession before the disclosure;
- 11.1.3 is lawfully disclosed to the receiving party by a third party without restriction on disclosure;

- 11.1.4 is independently developed by the receiving party, which independent development can be shown by written evidence; or
- 11.1.5 is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.
- 11.2 Each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available for use for any purpose other than as needed to perform this Agreement.
- 11.3 Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of these terms and conditions.
- 11.4 Each party shall take a back-up of its own Confidential Information.
- 11.5 SoG acknowledges that the Customer Data is Confidential Information of the Customer.
- 11.6 Clause 11 shall survive termination of this Agreement, however arising.
- 12. LIMITATION OF LIABILITY**
- 12.1 Except as expressly and specifically provided in this Agreement:
- 12.1.1 the Customer assumes sole responsibility for results obtained from the use of the Services and Deliverables provided by SoG under this Agreement, and for conclusions drawn from such use. SoG shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to SoG by the Customer in connection with the Services or Deliverables under this Agreement, or any actions taken by SoG at the Customer's direction;
- 12.1.2 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 this Agreement; and
- 12.1.3 the Services and Deliverables are provided to the Customer on an "as is" basis.
- 12.2 Nothing in this Agreement shall exclude or limit either party's liability:
- 12.2.1 for death or personal injury caused by negligence; or
- 12.2.2 for fraud or fraudulent misrepresentation.
- 12.3 Subject to clause 12.1 and clause 12.2:

- 12.3.1 SoG shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this Agreement; and
- 12.3.2 SoG's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited to the total Fees paid during the 12 months immediately preceding the date on which the claim arose.

13. TERMINATION

- 13.1 Without affecting any other right or remedy available to it, SoG may terminate this Agreement with immediate effect by giving written notice to the Customer if the Customer fails to pay any sums due to SoG under this Agreement and such sum remains outstanding for a further fourteen (14) calendar days following notice requiring such sum to be paid.
- 13.2 Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by given written notice to the other party if the other party:
- 13.2.1 commits a material or persistent breach of any of the terms of this Agreement and either that breach is incapable of remedy, or the other party fails to remedy that breach within 30 calendar days after receiving written notice requiring it to remedy that breach;
- 13.2.2 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the Insolvency Act 1986;
- 13.2.3 the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- 13.2.4 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- 13.2.5 an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party;

- 13.2.6 a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;
- 13.2.7 any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 13.2.2 to clause 13.2.6 (inclusive); or
- 13.2.8 the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

13.3 On termination of this Agreement for any reason:

- 13.3.1 all licences granted under this Agreement shall immediately terminate and the Customer shall immediately cease all use of the Services and Deliverables;
- 13.3.2 the Customer shall immediately pay to SoG any sums due to SoG under this Agreement, including all outstanding invoices and interest and, in respect of any Services supplied for which no invoice has been submitted, SoG may submit an invoice, which shall be payable on receipt;
- 13.3.3 each party shall return and make no further use of any equipment, property, materials and other items (and all copies of them) belonging to the other party;
- 13.3.4 SoG may destroy or otherwise dispose of any of the Customer Data and Customer Materials in its possession, unless SoG receives, no later than ten days after the effective date of the termination of this Agreement, a written request for the delivery to the Customer of the then most recent back-up of the Customer Data. SoG shall use reasonable commercial endeavours to deliver the back-up to the Customer within 30 days of its receipt of such a written request, provided that the Customer has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). The Customer shall pay all reasonable expenses incurred by SoG in returning or disposing of Customer Data; and
- 13.3.5 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 the agreement which existed at or before the date of termination shall not be affected or prejudiced.

14. GENERAL

- 14.1 **FORCE MAJEURE.** No party shall be liable to the other if it is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of the party or any other

party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that the other party is notified of such an event and its expected duration.

- 14.2 **WAIVER.** No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 14.3 **CONFLICT.** If there is an inconsistency between any of the provisions of the main body of this Agreement and the Order Form, the provisions in the Order Form shall prevail.
- 14.4 **SEVERABILITY.** If any provision or part-provision of this Agreement is or becomes illegal, invalid or unenforceable, it shall be deemed deleted but that shall not affect the validity and enforceability of the rest of this Agreement. If any provision or part-provision of this Agreement is deemed deleted under this clause 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.
- 14.5 **ASSIGNMENT.** The Customer shall not, without the prior written consent of SoG, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement. SoG may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.
- 14.6 **NO PARTNERSHIP OR AGENCY.** Nothing in this Agreement 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).
- 14.7 **THIRD PARTY RIGHTS.** This Agreement does not confer any rights on any person or party (other than the parties to this Agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 14.8 **VARIATION.** No variation to this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 14.9 **NOTICE.** Any notice required to be given pursuant to this Agreement shall be in writing and shall be sent to the other party at the address set out for such party in the Order Form. Notices may be sent by first-class mail or signed and scanned and sent by email. Correctly addressed notices sent by first-class mail shall be deemed to have been delivered seventy-two (72) hours after posting and correctly directed emails shall be deemed to have been received instantaneously on transmission, provided that they are sent to correct email address.

- 14.10 GOVERNING LAW AND JURISDICTION. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. 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 this Agreement or its subject matter or formation (including non-contractual disputes or claims).
- 14.11 ENTIRE AGREEMENT. This Agreement, together with the documents referred to in them, constitutes the entire agreement and understanding between the parties in respect of the matters dealt with in it and supersedes, cancels and nullifies any previous agreement between the parties in relation to such matters notwithstanding the terms of any previous agreement or arrangement expressed to survive termination. Each of the parties acknowledges and agrees that in entering into the Agreement, it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) other than as expressly set out in this Agreement and any document referred to. The only remedy available to either party in respect of any such statements, representation, warranty or understanding shall be for breach of contract. Nothing in these terms and conditions shall operate to exclude any liability for fraud.

Professional Services

1. PROFESSIONAL SERVICES

- 1.1 SoG shall provide the Professional Services as set out in the Order Form and any Statements of Work agreed between the parties from time to time.
- 1.2 The days on which the Professional Services will be delivered will be scheduled in advance and agreed in writing between SoG and the Customer.
- 1.3 Professional Services falling outside of the agreed number of days or scope as contained in the Order Form or SOW may be chargeable by SOW at the rates communicated to the Customer from time to time and the Customer hereby agrees to pay any such additional charges in accordance with the terms of this Agreement. In the event that SoG would like to propose, or is asked to carry out further Professional Services outside the scope of the Order Form for SOW, SoG will seek written consent from the Customer and agree a SOW before delivering any further Professional Services.
- 1.4 SoG shall use reasonable endeavours to:
 - 1.4.1 manage and provide the Professional Services in accordance with the Order Form and any SOW in all material respects;
 - 1.4.2 meet any performance dates specified in the Order Form or SOW but any such dates shall be estimates only and time for performance by SoG shall not be of the essence of this Agreement; and
 - 1.4.3 observe all health and safety requirements that apply at any of the Customer's premises and that have been communicated to it provided that it shall not be liable under this Agreement if, as a result of such observance, it is in breach of any of its obligations under this Agreement.
- 1.5 The Customer shall:
 - 1.5.1 co-operate with SoG in all matters relating to the Professional Services;
 - 1.5.2 provide, for SoG, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to the Customer's premises, office accommodation, data and all other facilities as reasonable required by SoG including any such access as is specified in a SOW;
 - 1.5.3 inform SoG of all health and safety and security requirements that apply at any of the Customer's premises;

- 1.5.4 ensure that any equipment to be provided by the Customer in the provision of the Professional Services by SoG is in good working order and suitable for the purposes for which it will be used; and
 - 1.5.5 comply with any additional responsibilities of the Customer as set out in the relevant SOW.
 - 1.6 Additional Professional Services may be agreed to be provided by SoG to the Customer in accordance with the provisions of clause 4 of this Agreement.
 - 1.7 Either party may propose changes to the scope or execution of the Professional Services but no proposed change shall come into effect until such changes have been agreed in writing by both parties. Changes may be made to the scope of the Professional Services, the Fees payable for the Professional Services, the timetable for delivery of the Professional Services, and any of the other terms of the relevant SOW.
- 2. PROFESSIONAL SERVICE FEES**
- 2.1 SoG may increase the Fees in respect of Professional Services due in any Renewal Period by notifying the Customer no later than three months before the end of the Initial Term or the relevant Renewal Period of the Fees due in respect of the subsequent Renewal Period.

Platform Services

1. DEFINITIONS

1.1 The following additional definitions in this paragraph apply in this Schedule.

“Account” means the Customer’s unique registered account with Standing on Giants through which their Authorised Users can log into and access the Platform. The Account contains the permissions and set-up of each Authorised User.

“Account Manager” means the individual identified by the Customer as the Account Manager from time to time.

“Authorised Users” means the Account Manager and the employees, agents and contractors that the Account Manager authorises to access and use the Platform.

“Normal Business Hours” means 9am to 5pm local UK time on each Business Day.

“Platform Support Summary” means the platform support to be provided by SoG in accordance with the platform support summary document as may be amended by SoG from time to time, the current version of which is available at https://drive.google.com/file/d/11nuT2Wr2dppD_MxlrYhWUegOUchs4R3/view

2. LICENCE

2.1 Subject to payment of the Annual Licence Fee, SoG grants to the Customer a non-exclusive, non-transferable, personal and non-sub-licensable licence to permit Authorised Users to use the Platform Services and Deliverables during the Term pursuant to the terms of this Agreement.

2.2 The Customer’s access to the Platform Services shall be limited to 5 individual Authorised Users, being employees or contractors of the Customer.

2.3 The Customer shall ensure that each Authorised User shall keep a secure and confidential login and password to access the Platform and shall not disclose such login and password to any other person.

2.4 If SoG believes that any Authorised User is sharing their login details or passwords, SoG may terminate this Agreement or any relevant SOW immediately and the Customer will pay SoG for the use of the Platform by any unauthorised users.

2.5 The Account Manager may delete Authorised Users’ accounts and authorise other users to access and use the Services.

2.6 Additional Authorised Users may be added at any time by contacting SoG at support@standingongiants.com, or by following the instructions within the Platform.

- 2.7 The Customer may set-up one (1) Account and shall not, and procures that its employees, contractors or agents shall not, set-up multiple Accounts unless otherwise provided in the Order Form or as agreed by SoG in writing.
- 2.8 The Customer is responsible for the activity of their Authorised Users, including maintaining the confidentiality of the login details and any activities that occur under the Account. The use of “strong” passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) is recommended. Any concerns about login details or in the event that the Customer believes they have been misused, should be reported promptly to support@standingongiants.com.
- 2.9 The rights provided under this paragraph are granted to the Customer and shall not be considered granted to any member of its Group.

3. CUSTOMER OBLIGATIONS

- 3.1 The Customer undertakes that it shall, and shall procure that its employees, contractors and agents shall:
- 3.1.1 provide SoG with all necessary co-operation, dedicated personnel, materials and information (including but not limited to the Customer Materials, requirements list for technical scoping purposes and integration/deployment information) in order for SoG to provide the Platform Services;
 - 3.1.2 ensure that the Authorised Users use the Platform in accordance with the terms and conditions of this Agreement and the Customer shall remain responsible for any Authorised User’s actions and omissions in connection with their use of the Platform;
 - 3.1.3 ensure that its network and systems, including the internet browser used by each Authorised User, comply with the relevant specifications provided by SoG from time to time; and
 - 3.1.4 be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to SoG’s data centres in order to access and use the Services.

4. RESTRICTIONS ON USE OF THE SERVICE

- 4.1 The Customer shall not access, store, distribute or transmit any viruses, data or any material during the course of its use of the Platform that:
- 4.1.1 is unlawful, harmful, threatening, defamatory, obscene, abusive, infringing, harassing or racially or ethnically offensive;
 - 4.1.2 invades another person’s privacy or is in breach of applicable privacy laws;

- 4.1.3 facilitates illegal activity;
- 4.1.4 depicts sexually explicit images;
- 4.1.5 promotes unlawful violence;
- 4.1.6 is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability, or any other illegal activity; or
- 4.1.7 causes distress, damage or injury to any person or property

and SoG reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's access to the Platform or suspend any of the Services to the extent necessary to disable access to any data or material that breaches the provisions of this paragraph.

- 4.2 The Customer shall not, 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 this Agreement:
 - 4.2.1 attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Services or Deliverables in any form or media or by any means;
 - 4.2.2 attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Services or Deliverables;
 - 4.2.3 access all or any part of the Services or Deliverables in order to build a product or service which competes with the Service;
 - 4.2.4 use the Services or Deliverables to provide services to third parties;
 - 4.2.5 license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services available to any third party except the Authorised Users,
 - 4.2.6 attempt to obtain or assist third parties in obtaining access to the Platform, other than as provided in the Agreement.
- 4.3 The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services or Deliverables and, in the event of any such unauthorised access or use, promptly notify SoG.

5. SERVICE AVAILABILITY, SUPPORT AND UNDERTAKINGS

- 5.1 SoG will be responsible for the provision of the Platform Services and the Customer is responsible for the timely delivery of any data or materials reasonably required by SoG to perform on-boarding, customisation, technical scoping, deployment and introductory training. The Customer is responsible for ensuring that its networks, connections and computer systems are available in accordance with the specifications provided by SoG from time to time to enable Authorised Users to access the Platform.
- 5.2 SoG will provide support and maintenance of the Platform in accordance with the Platform Support Summary at no additional cost to the Customer, which includes SoG's standard support services during Normal Business Hours available through the support dashboard on the Platform.
- 5.3 The Customer acknowledges that the Platform is dependent on access to various third party services and agrees that SoG are not responsible for the non-availability, delays, failures or interruption affecting the Platform or the performance of the Platform caused by any such third party services or errors or bugs in software, hardware or the Internet on which the Platform relies.
- 5.4 SoG undertakes that:
- 5.4.1 the Services shall comply with all applicable governing laws and regulations;
 - 5.4.2 it shall perform the Services with reasonable care and skill;
 - 5.4.3 it shall ensure that all persons working on or engaged by SoG in the provision of the Services shall be competent, suitably qualified and experienced.
- 5.5 The undertakings at paragraph 5.4 shall not apply to the extent of any non-conformance which is caused by use of the Services or Deliverables contrary to SoG's instructions, or modification or alteration of the Platform or Deliverables by any party other than SoG or its duly authorised contractors or agents. If the Services or Deliverables do not conform with the foregoing undertaking, SoG will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in paragraph 5.4.1.
- 5.6 SoG:
- 5.6.1 does not warrant that the Customer's use of the Platform will be uninterrupted or error-free; and
 - 5.6.2 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 Platform Services may be subject to

limitations, delays and other problems inherent in the use of such communications facilities.

- 5.7 SoG shall have no liability or obligation under paragraph 5.4 unless it has received written notice from Customer of any Service or Deliverables non-conformance within fifteen (15) Business Days from the date of awareness by the Customer of such non-conformance.

6. ANNUAL LICENCE FEE

- 6.1 SoG may increase the Annual Licence Fee due in any Renewal Period by notifying the Customer no later than three months before the end of the Initial Term or the relevant Renewal Period of the Fees due in respect of the subsequent Renewal Period.

7. TERMINATION

- 7.1 Without affecting any other right or remedy available to it, SoG may terminate this Agreement with immediate effect by giving written notice to the Customer if the Customer fails to use its Account for a period of twelve (12) months.

Community Management Services

1. DEFINITIONS

1.1 The following additional definitions in this paragraph apply in this Schedule.

“Community Management” means the day to day running of the Customer’s Community Forum following the methods and guidelines used by SoG.

“Community Management Fees” means the community management fees set out in the Order Form and payable by the Customer.

“Normal Business Hours” means 9am to 5pm local UK time on each Business Day.

2. COMMUNITY MANAGEMENT SERVICES

2.1 SoG shall provide the Community Management Services during Normal Business Hours and as set out in the Order Form.

2.2 SoG reserves the right to redeploy any individuals to support and manage the Community Forum on behalf of the Customer as it thinks fit from time to time.

2.3 SoG shall, in providing Community Management Services;

2.3.1 be responsible for ensuring the day to day management of the engagement on the Community Forum;

2.3.2 implement community strategies and initiatives as agreed by the Customer;

2.3.3 provide analysis and reporting on the Community Forum, in such form and at such frequencies as may be agreed between the parties from time to time;

2.3.4 promptly liaise with the Customer on receipt of any request for additional support, and shall seek the consent of the Customer (such consent not to be unreasonable withheld or delayed) in the event that SoG, in its sole discretion, deems it appropriate for additional personnel to be added to the Community Management team.

2.4 SoG may, at its sole discretion, procure such individuals as it deems appropriate to provide the Community Management Services as may be equivalent to such full-time role(s) specified in the Order Form or Statement of Work.

3. COMMUNITY MANAGEMENT FEES

- 3.1 SoG may increase the Community Management Fees due in any Renewal Period by notifying the Customer no later than three months before the end of the Initial Term or the relevant Renewal Period of the Fees due in respect of the subsequent Renewal Period.

4. NON-SOLICITATION AND EMPLOYMENT

- 4.1 The Customer shall not, at any time after the Commencement Date, solicit or entice away from SoG or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant or subcontractor of SoG in the provision of the Community Management Services.

S T A N D I N G **O N** G I A N T S

Processing, personal data and data subjects

1. Processing by SoG

1.1 Nature and Scope

The processing by SoG relates to the provision of the Services.

SoG will process personal data provided to it by the Customer in relation to the provision of the Services

1.2 Duration of the processing

The duration of the processing will be for the term of this Agreement

2. Types of personal data

The types of personal data will include:

- Name
- Email address
- Telephone number

3. Categories of data subject

The types of personal data will include employees, contractors and other authorised agents of the Customer.