

**Master Agreement
(per Workspace Pricing)**

1. **Scope.** This agreement (this “**Agreement**”) sets forth Licensor’s (“**Licensor**”, “we” or “us”) terms and conditions applicable to the licensing to [Name] of [Address] (“**Customer**”, “you”) of the Associo software platform comprising Licensor’s proprietary database schema and web application (collectively, “**Associo**”) during the Term (as defined in Section 9). (Licensor and Customer together referred to herein as the “**Parties**” and each a “**Party**”).
2. **License.**
 - 2.1. **Customer.** With respect to each Workspace (a “**Workspace**” being the base working environment created in Associo for each case) Licensor hereby grants to Customer, on a non-exclusive, worldwide and non-transferable basis, the right for its employees, partners and directors to deploy, operate and use Associo in accordance with the terms and subject to the conditions set out in this Agreement. The foregoing grant is provided on a Workspace-by-Workspace basis. Accordingly, where Customer requires a new Workspace, it shall so notify Licensor, whereupon the fees for such Workspace will be agreed pursuant to Section 8 below.
 - 2.2. **Third Party Team Members.** Where Customer desires for third parties (“**Third Party Team Members**”) to access a Workspace, they will be given access and the right to use Associo in accordance with the terms set out in Annex B (the “**User Agreement**”), which they will be required to agree to when they first sign in to Associo.
 - 2.3. **Service Levels.** Annex A below sets out the applicable service levels and the only remedies for any failure by Licensor to meet such service levels.
3. **Content**
 - 3.1. As between Customer and Licensee, Customer will own any and all information, data, and other content, in any form or medium, that is collected, downloaded, or otherwise received, directly or indirectly, from Customer (or on Customer’s behalf) by or through Associo (“**Customer’s Content**”); provided however that the foregoing shall be without prejudice as to the ownership of Customer’s Content as between Customer and any other person.
 - 3.2. Licensor is entitled to treat, as an act duly authorized by the owner or controller of any data in a Workspace, any act (including, for example, the deletion of content) carried out by any person who has been given rights of access to the Workspace.
 - 3.3. In connection with Customer’s Content, Customer represents and warrant that: (i) Customer has all necessary rights, licenses and consents to provide, receive, access and/or use Customer’s Content and any other content Customer provides, receives, accesses and/or uses through or in connection with Associo; and (ii) Customer’s Content and Licensor’s use thereof as contemplated by these Terms and the Service will not violate any law or infringe any rights of any third party, including but not limited to any intellectual property rights and privacy rights.
 - 3.4. Licensor does not monitor or assume any responsibility or liability for Customer’s Content. Customer is solely responsible for Customer’s Content and the consequences of posting it, publishing it, sharing it, or otherwise making it available on Associo. Customer indemnifies Licensor for any third-party claims made against Licensor arising out of or in connection with Customer’s Content.
 - 3.5. Licensor will not be liable for any losses caused by any unauthorized use of Customer’s Account, or the Accounts of any of its employees, partners and directors, or for any changes thereto, including the ability to access such Accounts or Customer’s Content, made by any individual with administrator-level access to any such Account.

4. **Specific Service Rules.** Customer agrees that it, will not, and it will cause its employees, partners and directors not to:
 - 4.1. Copy, distribute, modify, adapt, translate, make alterations to, or make derivative works based on Associo, whether in whole or in part.
 - 4.2. Share their respective Account login credentials with any other person.
 - 4.3. Except as permitted by applicable law, (a) decompile, reverse-engineer, disassemble or otherwise attempt to derive source code from Associo, (b) use software which you know to have been decompiled, reverse-engineered, disassembled or derived from the source code of Associo; (c) rent, loan, sub-license, lease, distribute (except as necessary to deploy Associo to Licensee's Infrastructure) or attempt to grant other rights to any part of Associo to third parties; (d) use Associo to act as a consultant, service bureau or application service provider (excluding, for clarity, use to provide legal services to clients); (e) save as permitted by Section 2.2 above, permit access of any kind to Associo to any third party; or (f) use your access to Associo or knowledge of its features in such a way as would reasonably be inferred to be intended to assist any other person to create any product designed to compete directly with Associo.
 - 4.4. Intentionally (a) store, download or transmit infringing or illegal content, or any viruses, "Trojan horses" or other harmful code (collectively, "Malicious Code"); (b) engage in phishing, spamming, denial-of-service attacks or fraudulent or criminal activity; and (c) interfere with or disrupt the integrity or performance of Associo.
5. **Malicious Code.** Licensor will use industry standard practices designed to detect and protect Associo against any Malicious Code designed or used for unauthorized access to or use, disclosure, modification or destruction of information within Associo, including, as applicable, by using and keeping updated anti-virus and anti-malware software. Licensor will immediately notify Customer if it becomes aware of any Malicious Code in Associo.
6. **Security**
 - 6.1. Licensor will comply with all applicable privacy and data security and protection laws and regulations. Licensor will not, without Customer's prior consent, use any technical ability Licensor may have to access: (i) Customer's Content or the underlying data in Associo deployed and hosted by Customer; or (ii) any data that subjects Customer or Licensor to data protection laws based on the storage or processing of Customer's Content by Licensor ("**Personal Data**").
 - 6.2. Licensor will use reasonable endeavours to protect Customer's Content against accidental, unauthorised, or unlawful destruction, loss, alteration, disclosure, access, and other incidents which compromises their confidentiality, integrity, or availability ("**Security Incident**"), by implementing and maintaining an information security programme which is certified by an independent third party as conforming to the ISO27001 standard. Licensor will provide proof of such certification upon Customer's request.
 - 6.3. Where Licensor is hosting the Associo db (as defined below) or where Customer's Content is otherwise under the custody or control of Licensor, and Customer's Content is affected by a Security Incident, Licensor will: (a) notify Customer within 24 hours of becoming aware of the Security Incident; (b) take all such steps as are reasonably necessary to contain and mitigate the consequences of the Security Incident; and (c) to the maximum extent permitted by the applicable laws, refrain from communicating to any third party (including any individual to whom any affected Personal Data relates) about the Security Incident without Customer's prior written consent, except where such communication with insurers, cybersecurity consultants, police, and other like third parties is necessary in order to contain and mitigate the consequences of the Security Incident.

7. Data Processing; Backup

- 7.1. Licensor operates several models for the licensing of Associo, which differ as regards which party controls the database forming part of Associo (the “**Associo db**”) and the software providing Associo features and functionality. Depending on the model under which Licensor is operating with Customer, Licensor may be conducting processing of Personal Data by storing and/or providing functionality in respect of it (the “**Processing**”). As regards the Processing:
- 7.1.1. The subject matter of processing of Personal Data by Licensor is the performance of the Processing.
 - 7.1.2. The nature and purpose of the Processing shall be to provide the benefit of the full functionality of Associo to Customer in accordance with these Terms. Licensor will not undertake Processing for any other purpose without Customer’s prior written consent.
 - 7.1.3. Unless otherwise directed by written instructions (including via email) to the contrary, Customer authorizes Licensor to carry out the Processing at all times during the Term, and these Terms shall constitute Licensor’s documented instructions therefor.
 - 7.1.4. Licensor will not subcontract the performance of the Processing to any third party without Customer’s prior written consent.
 - 7.1.5. Licensor will provide, by appropriate technical and organisational measures insofar as this is possible, reasonable assistance to Customer with respect to:
 - 7.1.5.1. Customer’s fulfilment of obligations to respond to requests for exercising any data subject’s rights set forth in the UK GDPR; and
 - 7.1.5.2. Customer’s other compliance obligations pursuant to the UK GDPR (including, but not limited to, Articles 32 to 36 thereof), taking into account the nature of Processing and the information available to Licensor pursuant to these Terms.
 - 7.1.6. Where Licensor is hosting Customer’s Workspaces in Licensor’s own Associo db: (a) Licensor will use industry standard practices as to the means and frequency of backups of such Associo db and (b) Licensor will not host the Associo db (or access Associo db from) outside the UK or European Economic Area, whether for maintenance/support purposes or for back-up purposes.
- 7.2. Where Customer is a controller of Personal Data, and Customer desires to delete such data or is required to do so by applicable law, it is Customer’s responsibility to do so. The principal, relevant functionality within Associo which can be used to delete Personal Data can be found in three areas:
- 7.2.1. the capacity of Workspace administrators to delete a Workspace;
 - 7.2.2. the capacity of users with access to Workspaces to delete items within a Workspace; and
 - 7.2.3. the ability of an Organization controlling one or more Associo db, to delete those Associo dbs.
- 7.3. Upon termination the licence applicable to any particular Workspace, it is Customer’s responsibility to ensure that all Customer’s Content, including any Personal Data, is deleted. Where Licensor is hosting Customer’s Workspace(s) in its own Associo db, Customer must perform such deletion using Associo’s functionality for deleting Workspaces. The deletion of a Workspace using such functionality will immediately and permanently delete the corresponding data from the Associo db in which such Workspace is hosted. The corresponding data in backups of that database will be deleted automatically at the end of the backup retention period.

8. Fees; Taxes.

8.1. **Fees.** Customer shall pay to Licensor a license fee and any other applicable charges (the “**Fees**”) in the amount specified in the “**Associo Pricing**” document provided herewith, which amount shall be paid in accordance with the timetable set forth in that document.

8.2. **Taxes.** All Fees payable to Licensor under this Agreement are exclusive of any taxes (including, but not limited to, any sales, value-added or goods and services tax) or other governmental charges imposed or payable in connection with the rights granted to Customer under this Agreement, or in connection with the payment of such Fees. All such taxes or charges shall be payable by Customer in addition to such Fees.

9. **Term; Termination.**

9.1. **Term.** This Agreement will be effective from the date it is executed by the parties and will continue in perpetuity thereafter unless terminated in accordance with Section 9.2 (the “**Term**”).

9.2. **Termination.**

9.2.1. Customer may, by giving Licensor notice in writing, terminate this Agreement at any time, with not less than one week’s notice, such termination to take effect at the end of the month that is current 7 days from the delivery of the notice.

9.2.2. Licensor may, by giving Customer notice in writing, terminate this Agreement with immediate effect if:

9.2.2.1. Customer breaches a provision of this Agreement, and such breach is, in the reasonable opinion of the Licensor, capable of being cured, but Customer fails to cure such breach within 30 days of receiving notice of the breach from Licensor; or

9.2.2.2. Customer breaches a provision of this Agreement and such breach is, in the reasonable opinion of the Licensor, not capable of being cured.

9.2.3. Licensor may, by giving Customer notice in writing, terminate this Agreement at any time if Licensor ceases to provide Associo to commercial customers. In that event, Licensor will provide Customer with not less than six months’ advance notice of it ceasing to provide Associo to commercial customers, and will, upon Customer’s request, make reasonable arrangements to make the Associo source code and schema available to Customer and any other commercial customers who may also desire to continue to use Associo.

9.3. **Effect of Expiration.** Upon expiration or termination of this Agreement, Customer’ right to use Associo shall immediately terminate. In addition, all User Agreements shall also terminate concurrently. It is the responsibility of Customer to inform the Users of the termination of this Agreement, and to ensure that Users understand the need to export or copy any data on Associo that they may wish to retain.

9.4. Refunds. In the event of termination pursuant to Section 9.2.1 or 9.2.2 above, no refund will be payable, whether in respect of customers who have paid monthly or annually. In the event of termination pursuant to Section 9.2.3 above, customers who have paid annually in advance will be entitled to a refund, pro-rated to the months remaining for which they have paid in advance, calculated as at the date on which Licensor ceases to provide the service. In no event will any refunds be paid in respect of SLCs (as defined in Annex A below).

10. Disclaimer

10.1. ASSOCIO IS LICENSED “AS IS.” EXCEPT AS SET OUT IN THIS TERMS, LICENSOR MAKES NO REPRESENTATIONS, WARRANTIES OR CONDITIONS, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO ASSOCIO, AND LICENSOR EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR PURPOSE. LICENSOR DOES NOT REPRESENT OR WARRANT: (A) THAT ASSOCIO WILL MEET CUSTOMER’S REQUIREMENTS; OR (B) THAT THE OPERATION OF ASSOCIO WILL BE UNINTERRUPTED OR ERROR-FREE.

10.2. WITHOUT PREJUDICE TO LICENSOR’S OBLIGATIONS UNDER SECTION 6 ABOVE, CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO CUSTOMER’S COMPUTER SYSTEMS OR MOBILE DEVICES AND FOR ANY LOSS OF DATA THAT RESULTS FROM CUSTOMER’S USE OF LICENSOR’S SERVICE OR ANY DOWNLOAD OF CONTENT THROUGH THE USE OF LICENSOR’S SERVICE.

11. Limitation of Liability

11.1. CUSTOMER AGREES THAT LICENSOR’S LIABILITY WILL BE LIMITED AS FOLLOWS:

11.1.1. SUBJECT TO SECTION 11.1.4, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL LICENSOR OR ITS AFFILIATES, AGENTS, SUPPLIERS OR LICENSORS (OR OUR OR THEIR EMPLOYEES, CONTRACTORS, AGENTS, OFFICERS OR DIRECTORS) BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR RELATING TO THE USE OF, OR INABILITY TO USE, LICENSOR’S SERVICE.

11.1.2. SUBJECT TO SECTION 11.1.4, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LICENSOR ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (II) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM LICENSOR’S SERVICE; (III) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH LICENSOR’S SERVICE BY ANY THIRD PARTY; (IV) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH LICENSOR’S SERVICE; AND/OR (V) CUSTOMER’S DATA OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY.

11.1.3. SUBJECT TO SECTION 11.1.4, IN NO EVENT WILL LICENSOR OR ITS AFFILIATES, AGENTS, SUPPLIERS OR LICENSORS (OR LICENSOR’S OR THEIR EMPLOYEES, CONTRACTORS, AGENTS, OFFICERS OR DIRECTORS) BE LIABLE TO CUSTOMER OR ANY OF ITS EMPLOYEES, PARTNERS OR THIRD PARTY CONTRACTORS FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES OR COSTS (“CLAIM(S)”) IN AN AMOUNT EXCEEDING, THE FEES PAID OR PAYABLE TO LICENSOR WITH RESPECT TO ANY WORKSPACE(S) TO WHICH SUCH CLAIM(S) RELATE DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE CLAIM(S) FIRST AROSE.

- 11.1.4. SECTIONS 11.1.1 THROUGH 11.1.3 WILL NOT APPLY TO EXCLUDE OR LIMIT LIABILITY OCCASIONED BY GROSS NEGLIGENCE, WILLFUL MISCONDUCT, FRAUD, LICENSOR'S FAILURE TO COMPLY WITH ITS OBLIGATIONS OF CONFIDENTIALITY AS SET OUT IN SECTIONS 12.1.2 AND 12.1.3 OF THIS AGREEMENT, OR ANY OTHER BREACH OF ANY OBLIGATION IN RESPECT OF WHICH LIABILITY CANNOT LAWFULLY BE LIMITED.
- 11.1.5. THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

12. Confidentiality

- 12.1.1. Licensor and Customer each agree to protect the Confidential Information (as below defined) of the other using at least the same degree of care that such other uses to protect its own Confidential Information of similar importance, but no less than a reasonable degree of care.
- 12.1.2. To the extent that Licensor and Customer receive the Confidential Information (the "**Recipient Party**") of the other, Licensor and Customer each agree to use the Confidential Information of the disclosing party (the "**Disclosing Party**") solely for the purpose of exercising the Recipient Party's rights and performing the Recipient Party's obligations under these Terms and further agree not to use the Confidential Information of the Disclosing Party for any other purpose without such Disclosing Party's prior written consent.
- 12.1.3. Each Recipient Party further agrees not to disclose or disseminate the Confidential Information of the Disclosing Party to anyone other than: (a) those of such Recipient Party's affiliates, partners, employees, contractors, consultants and advisers (the "Representatives") who have a need to know and who are bound by confidentiality obligations that prohibit unauthorized use or disclosure of such Confidential Information, which obligations are at least as restrictive as those contained herein (the Recipient Party to be responsible for the breach of these Terms by any of its Representatives); or (b) except as otherwise agreed or permitted in writing by the Disclosing Party. Each Recipient Party may also disclose Confidential Information of the Disclosing Party to a third party to the extent required by law or judicial process, provided that the Recipient Party takes reasonable steps (i) to notify the Disclosing Party of such requirement to the extent legally permitted under the circumstances before disclosing such Confidential Information, and (ii) provide the Disclosing Party with a reasonable opportunity to obtain protective treatment of such Confidential Information to the extent applicable and legally permitted under the circumstances.
- 12.1.4. The Recipient Party acknowledges that damages for improper disclosure of the Disclosing Party's Confidential Information may be irreparable; therefore, the Disclosing Party is entitled to seek equitable relief, including injunction and preliminary injunction, in addition to all other available remedies. All Confidential Information provided by the Disclosing Party to the Recipient Party is provided "as is." Neither Party makes any warranties, express or implied, regarding the accuracy, completeness, suitability or performance of such Party's Confidential Information.
- 12.1.5. As used herein, "Confidential Information" means all information, regardless of the form in which it is transmitted, relating to past, present or future research, client information, legal advice, agreements, notes, memoranda, correspondence, intellectual property, know-how, trade secrets, pricing information, business operations of a party or a third party whose information is in such party's possession under an obligation of confidentiality. Notwithstanding the foregoing, Confidential Information will not include any information which: (a) is or becomes part of the public domain through no fault of the Recipient Party; (b) becomes known or available to the Recipient Party without restriction on disclosure from a third party who has the lawful right to make such information available to the Recipient Party; (c) is independently developed by the Recipient Party; or (d) was known to the Recipient Party prior to the date of disclosure by the Disclosing Party and such previous knowledge is proven by satisfactory documentation.

13. **General Terms.**

- 13.1. **Dispute Resolution Law; Governing Law.** The Parties agree that the exclusive forum for any action or proceeding will be in London, UK, and the Parties consent to the jurisdiction of courts located in London, UK. This Agreement will be governed and interpreted under the laws of England and Wales, without regard to the conflict of laws principles applicable in such jurisdiction. This Agreement shall not be governed by the *United Nations Convention on Contracts for the International Sale of Goods*, the application of which is expressly excluded. If the Licensor is a data processor within the meaning of the UK GDPR, then this Agreement shall constitute a data processing agreement pursuant to paragraph 28.3 of UK GDPR.
- 13.2. **No Publicity.** Neither Party will issue any publicity or promotional materials or press releases that refer to the other Party or use any name, trademark, service mark or logo of the other Party in any advertising, promotions or otherwise, without the other Party's prior written consent.
- 13.3. **Assignment and Subcontracting.** Neither Party may assign or transfer this Agreement or any rights or delegate any duties herein without the prior written consent of the other Party, which will not be unreasonably withheld, delayed or conditioned. Licensor may subcontract its obligations under this Agreement, provided that Licensor shall be liable for any act or omission by such subcontractor as if the act or omission were performed by Licensor.
- 13.4. **Force Majeure.** Licensor shall not be liable to Customer for failures or delays in performance and the time for performance shall be correspondingly extended due to causes beyond its reasonable control, such as but not limited to acts of God, acts of civil or military authorities, fires, strikes, floods, epidemics, quarantine, war, riot, delays in transportation, inability due to causes beyond Licensor's reasonable control to obtain necessary labour or materials, and cessation of or changes to the provision of services relied upon by Licensor to provide Associo, provided in all cases that Licensor makes reasonable efforts to avoid, or if unavoidable, to correct the reason for such delay or failure and gives Customer prompt notice of such delay or failure.
- 13.5. **Entire Agreement.** This Agreement (including the Annexes hereto) constitutes the entire agreement between the Parties, and there are no other representations, understandings or agreements between the Parties relating to the subject matter of this Agreement. This Agreement is solely between Customer and Licensor.
- 13.6. **No Third-Party Beneficiaries; Agreement Strictly Between the Parties.** Nothing express or implied in this Agreement is intended to confer, nor will anything herein confer, upon any person other than the Parties and the respective successors or permitted assigns of the Parties, any rights, remedies, obligations or liabilities whatsoever.
- 13.7. **Notices.** All notices under this Agreement must be given in writing. Each Party consents to receiving electronic communications and notifications from the other Party in connection with this Agreement. Each Party agrees that it may receive notices from the other Party regarding this Agreement: (a) by email to the email address provided by such Party as a notice address for this Agreement; (b) by personal delivery; (c) by registered or certified mail, return receipt requested; or (d) by nationally recognized courier service.
- 13.8. **Severability.** If a court of competent jurisdiction finds any clause of this Agreement to be unenforceable for any reason, that clause of this Agreement shall be enforced to the maximum extent permissible so as to affect the intent of the Parties, and the remainder of this Agreement shall continue in full force and effect.
- 13.9. **No Waiver.** No waiver of any term of this Agreement will be deemed a further or continuing waiver of such term or any other term, and Licensor's failure to assert any right or provision under this Agreement will not constitute a waiver of such right or provision.
- 13.10. **Variation.** Associo has the right to vary these terms, upon giving notice of not less than one calendar month.

IN WITNESS OF WHICH, the Parties have duly executed this Agreement.

[Name]

Associo Ltd.

By:

By:

Name:

Name:

David Blayney

Title:

Title:

Chief Executive Officer

Date:

Date:

Annex A

Service Levels

Availability

The Associo system availability relies on Azure services availability. A failure of the Azure service will constitute a force majeure event for which Licensor is not liable.

Licensor aims to provide at least 99% availability but does not guarantee this.

Scheduled Maintenance

Scheduled maintenance windows are used to deploy updates and patches to the Associo system. These are scheduled outside of UK working hours to minimise disruption to the service.

Licensor aims to provide at least 3 working days' notice before any scheduled maintenance.

Incident Response

To ensure that incidents (unplanned interruptions to the service) are dealt with in an appropriate manner, Licensor classifies and responds to incidents according to their severity.

This classification level is based on the urgency of the incident and determines the target response times. Classification, response and resolution times are during normal support hours (as detailed below in the section headed "Support Hours").

Level	Description	Target Response	Target Resolution
1	Incident severely impacts the use of the service and no operational workaround exists. All of a customer's users are affected	2 hours	4 hours
2	Incident impacts the use of the service, multiple users are affected and no operational workaround exists	3 hours	12 hours
3	Incident impacts the use of the service, a short-term workaround exists	6 hours	7 days
4	Incident impacts minor functionality and a workaround exists	1 day	14 days

Support Hours

Licensor's normal support hours ("Support Hours") are 9am – 5pm UK time, Monday to Friday (excluding bank holidays). During these hours, staff will respond to complaints in accordance with the severity of the incident.

Out-of-hours support may be available where Level 1 Incidents are identified, to support their timely resolution, but Licensor does not contractually commit to this.

Service Level Credits

The only compensation in respect of a failure to achieve service levels will be the provision of service level credit (“SLC”) against Fees for the next calendar year.

SLC will be calculated by reference to “Downtime Hours”, whereby one or more Level 1 Incidents occurs during a calendar month and is not remedied within 4 Support Hours. The Downtime Hours in this event are the total number of Support Hours during which the Incident Remains unresolved, minus 4.

The total SLC in each year will be determined by the following formula:

$$\text{Downtime Hours} / \text{Support Hours} \times \text{Licence Fees},$$

up to an aggregate maximum of 20% of Licence Fees

The procedure for claiming SLC is as follows:

1. In the month following the month in which an incident (unplanned interruptions to the service) occurs, the Parties will agree on whether such incident constitutes a Level 1 Incident, and if so, whether any SLC is exigible, subject to the limitation specified in the calculation immediately above.
2. With respect to renewal fees contemplated in the “Associo Pricing” document, Associo will deduct from the Fees specified therein the amount of any SLC accumulated over the immediately preceding twelve-month period.

ANNEX B USER AGREEMENT

Associo Terms and Conditions of Use

Last updated: 2023-01-03

1. Welcome

- 1.1. Subject to Section 1.2 below, these terms and conditions of use (“Terms”) are an agreement between Licensor. (“we”, “us”, “our”) and you governing your rights and responsibilities as an Associo customer, and in particular how you may access and use "Software," meaning (i) our proprietary database schema, (ii) web application, (iii) application programming interfaces ("APIs"), and (iv) tools and documentation ((i) through (iv) collectively also referred to as our "Service" or "Associo").
- 1.2. These Terms will not apply to you if you have been invited to this installation of Associo by one of our clients (the “Organization”), and you are a partner or employee of such Organization. In that event, your use of Associo will be governed by the terms agreed between us and Organization (the “Customer Agreement”).

2. Accounts; Workspaces

- 2.1. The registration process by which you establish your account (“Account”) will provide you with access to the services and functionality of Associo that we may establish and maintain from time to time. This may include the ability to access the Organization’s Workspace. For the purposes hereof, a “Workspace” refers to the basic working environment in the Associo database structure.
- 2.2. As part of the registration process, you will need to create your Account, including a username and password. The Organization’s administrative personnel will determine the settings applicable to your Account, and how you interact with Associo.
- 2.3. We will not be liable for any losses caused by any unauthorized use of your Account, or for any changes to your Account, including your ability to access your Account or your Content (defined below), made by any individual with administrator-level access to your Account.

3. Content

- 3.1. As between you and us, you (or your licensors) will own any and all information, data, and other content, in any form or medium, that is collected, downloaded, or otherwise received, directly or indirectly, from you (or on your behalf) by or through Associo (“**Your Content**”); provided however that the foregoing shall be without prejudice as to the ownership of Your Content as between you and any other person.
- 3.2. We are entitled to treat, as an act duly authorized by the owner or controller of any data on your Workspace, any act (including, for example, the deletion of Your Content) carried out by any person who has been given rights of access to the Workspace.
- 3.3. In connection with Your Content, you represent and warrant that: (i) you have all necessary rights, licenses and consents to provide, receive, access and/or use Your Content and any other content you provide, receive, access and/or use through or in connection with Associo; and (ii) Your Content and our use thereof as contemplated by these Terms and the Service will not violate any law or infringe any rights of any third party, including but not limited to any intellectual property rights and privacy rights.
- 3.4. We do not monitor or assume any responsibility or liability for Your Content. You are solely responsible for Your Content and the consequences of posting it, publishing it, sharing it, or otherwise making it

available on Associo. You indemnify us for any third-party claims made against us arising out of or in connection with Your Content.

4. Grant of Rights

- 4.1. To the extent you receive our Software, subject to your compliance with these Terms, we grant to you a non-exclusive, worldwide, non-transferable, non-sublicensable right and license to deploy, operate and use Associo solely as reasonably necessary for your use of Associo in accordance with these Terms.
- 4.2. The grant of rights set out in Section 4.1 will terminate on the earlier of (a) the termination of your Account pursuant to these Terms, and (b) the termination of the Customer Agreement.

5. Specific Service Rules

- 5.1. Except as necessary to use Associo in accordance with these Terms, as a user of Associo you agree not to copy, distribute, modify, adapt, translate, make alterations to or make derivative works based on Associo, whether in whole or in part.
- 5.2. You agree you will not share the login credentials to your Account with any other person.
- 5.3. Except as permitted by applicable law, you agree you will not (a) decompile, reverse-engineer, disassemble or otherwise attempt to derive source code from Associo, (b) use software which you know to have been decompiled, reverse-engineered, disassembled or derived from the source code of Associo; (c) rent, loan, sub-license, lease, distribute (except as necessary to deploy Associo to Licensee's Infrastructure) or attempt to grant other rights to any part of Associo to third parties; (d) use Associo to act as a consultant, service bureau or application service provider (excluding, for clarity, use to provide legal services to clients); (e) permit access of any kind to Associo to any third party; or (f) use your access to Associo or knowledge of its features in such a way as would reasonably be inferred to be intended to assist any other person to create any product designed to compete directly with Associo.
- 5.4. You will not intentionally use Associo to: (a) store, download or transmit infringing or illegal content, or any viruses, "Trojan horses" or other harmful code (collectively, "Malicious Code"); (b) engage in phishing, spamming, denial-of-service attacks or fraudulent or criminal activity; and (c) interfere with or disrupt the integrity or performance of Associo.
- 5.5. We will use industry standard practices designed to detect and protect Associo against any Malicious Code designed or used for unauthorized access to or use, disclosure, modification or destruction of information within Associo, including, as applicable, by using and keeping updated anti-virus and anti-malware software. We will immediately notify you if we become aware of any Malicious Code in Associo.

6. Data Processing; Backup

- 6.1. We operate several models for the licensing of Associo, which differ as regards which party controls the database forming part of Associo (the "Associo db") and the software providing Associo features and functionality. Depending on the model under which we are operating with you, we may be conducting processing of Personal Data by storing and/or providing functionality in respect of it (the "Processing"). As regards the Processing:
 - 6.1.1. The subject matter of processing of Personal Data by us is the performance of the Processing.
 - 6.1.2. The nature and purpose of the Processing shall be to provide the benefit of the full functionality of Associo to you and/or the Organization in accordance with these Terms and/or the Customer

Agreement. We will not undertake Processing for any other purpose without your prior written consent.

6.1.3. Unless otherwise directed by written instructions (including via email) to the contrary, you authorize us to carry out the Processing at all times during the Term, and these Terms shall constitute our documented instructions therefor.

6.1.4. We will not subcontract the performance of the Processing to any third party without your prior written consent.

6.1.5. We will provide, by appropriate technical and organisational measures insofar as this is possible, reasonable assistance to you with respect to:

6.1.5.1. Your fulfilment of obligations to respond to requests for exercising any data subject's rights set forth in the UK GDPR; and

6.1.5.2. Your other compliance obligations pursuant to the UK GDPR (including, but not limited to, Articles 32 to 36 thereof), taking into account the nature of Processing and the information available to us pursuant to these Terms.

6.1.6. Where we are hosting the Associo db: (a) we will use industry standard practices as to the means and frequency of backups of such Associo db and (b) we will not host the Associo db (or access Associo db from) outside the UK or European Economic Area, whether for maintenance/support purposes or for back-up purposes.

6.2. Where you are a controller of Personal Data, and you wish to delete such data or are required to do so by applicable law, it is your responsibility to do so either directly using Associo functionality available to you, or by coordinating with the Organization. The principal, relevant functionality within Associo which can be used to delete Personal Data can be found in three areas:

6.2.1. the capacity of Workspace administrators to delete a Workspace;

6.2.2. the capacity of users with access to Workspaces to delete items within a Workspace; and

6.2.3. the ability of an Organization controlling one or more Associo db, to delete those Associo dbs.

6.3. Upon termination of your Account, it is your responsibility to ensure that all Personal Data is deleted. Where we are hosting the Associo db, we will promptly and irreversibly delete the Associo db and Your Content contained therein (including any Personal Data) upon termination of your Account; if you need to retain any part of the Associo db, it is your responsibility to download them prior to the termination of your Account.

7. Termination

7.1. Termination of Accounts is governed by the terms of the applicable Customer Agreement. If you were invited by an Organization to join Associo, the applicable Customer Agreement will be between us and that Organization, and if you wish to cease using Associo, you should coordinate with the Organization.

7.2. We may permanently or temporarily remove (with or without notice) any content and suspend or terminate (with or without notice) the account of any user who in our sole judgment is in breach of these Terms.

7.3. The provisions of this Section 7.3, and Sections **Error! Reference source not found.** through to and including all of Section 11 of these Terms shall survive the termination or expiration of your Account, together with such other provisions of these Terms which expressly or by their nature survive termination or expiration.

8. Disclaimer

- 8.1. ASSOCIO IS LICENSED “AS IS.” EXCEPT AS SET OUT IN THIS TERMS, WE MAKE NO REPRESENTATIONS, WARRANTIES OR CONDITIONS, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO ASSOCIO, AND WE EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR PURPOSE. WE DO NOT REPRESENT OR WARRANT: (A) THAT ASSOCIO WILL MEET YOUR REQUIREMENTS; OR (B) THAT THE OPERATION OF ASSOCIO WILL BE UNINTERRUPTED OR ERROR-FREE.
- 8.2. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE AND FOR ANY LOSS OF DATA THAT RESULTS FROM YOUR USE OF OUR SERVICE OR ANY DOWNLOAD OF CONTENT THROUGH THE USE OF OUR SERVICE.
- 8.3. THE LAWS OF SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION AND LIMITATIONS OF CERTAIN IMPLIED WARRANTIES OR CONDITIONS, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. THESE TERMS GIVE YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY BY JURISDICTION. THE DISCLAIMERS AND EXCLUSIONS UNDER THESE TERMS WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

9. Limitation of Liability

- 9.1. YOU AGREE THAT LIABILITY WILL BE LIMITED AS FOLLOWS:
 - 9.1.1. SUBJECT TO SECTION 9.1.4, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL WE OR OUR AFFILIATES, AGENTS, SUPPLIERS OR LICENSORS (OR OUR OR THEIR EMPLOYEES, CONTRACTORS, AGENTS, OFFICERS OR DIRECTORS) BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR RELATING TO THE USE OF, OR INABILITY TO USE, OUR SERVICE. UNDER NO CIRCUMSTANCES WILL WE BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF OUR SERVICE OR YOUR ACCOUNT OR THE INFORMATION CONTAINED THEREIN.
 - 9.1.2. SUBJECT TO SECTION 9.1.4, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF OUR SERVICE; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SERVICE; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH OUR SERVICE BY ANY THIRD PARTY; (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH OUR SERVICE; AND/OR (VII) YOUR DATA OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY.
 - 9.1.3. SUBJECT TO SECTION 9.1.4, IN NO EVENT WILL WE OR OUR AFFILIATES, AGENTS, SUPPLIERS OR LICENSORS (OR OUR OR THEIR EMPLOYEES, CONTRACTORS, AGENTS, OFFICERS OR DIRECTORS) BE LIABLE TO YOU FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES OR COSTS IN AN AMOUNT EXCEEDING £1,000.00.

9.1.4. SECTIONS 9.1.1 THROUGH 9.1.3 WILL NOT APPLY TO EXCLUDE OR LIMIT LIABILITY OCCASIONED BY GROSS NEGLIGENCE, WILLFUL MISCONDUCT, FRAUD OR ANY OTHER BREACH OF ANY OBLIGATION IN RESPECT OF WHICH LIABILITY CANNOT LAWFULLY BE LIMITED.

9.1.5. THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

10. Confidentiality

10.1.1. We and you each agree to protect the Confidential Information (as below defined) of the other using at least the same degree of care that such other uses to protect its own Confidential Information of similar importance, but no less than a reasonable degree of care.

10.1.2. To the extent that we and you receive the Confidential Information (the "Recipient Party") of the other, we each agree to use the Confidential Information of the disclosing party (the "Disclosing Party") solely for the purpose of exercising the Recipient Party's rights and performing the Recipient Party's obligations under these Terms and further agree not to use the Confidential Information of the Disclosing Party for any other purpose without such Disclosing Party's prior written consent.

10.1.3. Each Recipient Party further agrees not to disclose or disseminate the Confidential Information of the Disclosing Party to anyone other than: (a) those of such Recipient Party's partners, employees, contractors, consultants and advisers (the "Representatives") who have a need to know and who are bound by confidentiality obligations that prohibit unauthorized use or disclosure of such Confidential Information, which obligations are at least as restrictive as those contained herein (the Recipient Party to be responsible for the breach of these Terms by any of its Representatives); or (b) except as otherwise agreed or permitted in writing by the Disclosing Party. Each Recipient Party may also disclose Confidential Information of the Disclosing Party to a third party to the extent required by law or judicial process, provided that the Recipient Party takes reasonable steps (i) to notify the Disclosing Party of such requirement to the extent legally permitted under the circumstances before disclosing such Confidential Information, and (ii) provide the Disclosing Party with a reasonable opportunity to obtain protective treatment of such Confidential Information to the extent applicable and legally permitted under the circumstances.

10.1.4. The Recipient Party acknowledges that damages for improper disclosure of the Disclosing Party's Confidential Information may be irreparable; therefore, the Disclosing Party is entitled to seek equitable relief, including injunction and preliminary injunction, in addition to all other available remedies. All Confidential Information provided by the Disclosing Party to the Recipient Party is provided "as is." Neither Party makes any warranties, express or implied, regarding the accuracy, completeness, suitability or performance of such Party's Confidential Information.

10.1.5. As used herein, "Confidential Information" means all information, regardless of the form in which it is transmitted, relating to past, present or future research, client information, legal advice, agreements, notes, memoranda, correspondence, intellectual property, know-how, trade secrets, pricing information, business operations of a party or a third party whose information is in such party's possession under an obligation of confidentiality. Notwithstanding the foregoing, Confidential Information will not include any information which: (a) is or becomes part of the public domain through no fault of the Recipient Party; (b) becomes known or available to the Recipient Party without restriction on disclosure from a third party who has the lawful right to make such information available to the Recipient Party; (c) is independently developed by the Recipient Party; or (d) was known to the Recipient Party prior to the date of disclosure by the Disclosing Party and such previous knowledge is proven by satisfactory documentation.

11. General

- 11.1. **Dispute Resolution Law; Governing Law.** We and you agree that the exclusive forum for any action or proceeding will be in London, UK, and we both hereby consent to the jurisdiction of courts located in London, UK. These Terms will be governed and interpreted under the laws of England and Wales, without regard to the conflict of laws principles applicable in such jurisdiction. These Terms shall not be governed by the *United Nations Convention on Contracts for the International Sale of Goods*, the application of which is expressly excluded. If we, by our actions under these Terms, constitute a data processor within the meaning of the UK GDPR, then these Terms shall constitute a data processing agreement pursuant to paragraph 28.3 of UK GDPR.
- 11.2. **No Publicity.** Neither we nor you will issue any publicity or promotional materials or press releases that refer to the other party or use any name, trademark, service mark or logo of the other party in any advertising, promotions or otherwise, without the other party's prior written consent.
- 11.3. **Assignment.** These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you without our prior express written consent, but may be assigned by us without restriction. Any attempted transfer or assignment in violation hereof will be null and void.
- 11.4. **Force Majeure.** We shall not be liable to you for failures or delays in performance and the time for performance shall be correspondingly extended due to causes beyond our reasonable control, such as but not limited to acts of God, acts of civil or military authorities, fires, strikes, floods, epidemics, quarantine, war, riot, delays in transportation, inability due to causes beyond our reasonable control to obtain necessary labour or materials, and cessation of or changes to the provision of services relied upon by us to provide Associo, provided in all cases that we make reasonable efforts to avoid, or if unavoidable, to correct the reason for such delay or failure and gives you prompt notice of such delay or failure.
- 11.5. **Notification Procedures and Changes to these Terms.** We may provide notifications, whether such notifications are required by law or are for marketing or other business-related purposes, to you via the software platform, email notice, written or hard copy notice, or through posting of such notice on our website, as we determine in our sole discretion. We reserve the right to determine the form and means of providing notifications to our users, provided that you may opt out of certain notifications as required under applicable laws or as described in these Terms. We are not responsible for any automatic filtering you or your network provider may apply to email notifications we send to the email address you provide us. Subject to anything to the contrary in the Customer Agreement, we may, in our sole discretion, modify or update these Terms from time to time, and so you should review this page periodically. When we change these Terms in a material manner, we will update the 'last modified' date at the top of this page and notify you that material changes have been made to these Terms. These Terms apply to and govern your access to and use of our Service effective as of the start of your access to or use of our Service, even if such access or use began before publication of these Terms. Your continued use of Associo after any change to our Terms constitutes your acceptance of the new Terms. If you do not agree to any part of these Terms or any future Terms, do not use or access (or continue to access) Associo.
- 11.6. **Entire Agreement/Severability.** These Terms, together with any amendments and any additional agreements you may enter into with us in connection with Associo, and subject to the provisions of the Customer Agreement, will constitute the entire agreement between you and us concerning Associo. If any provision of these Terms is deemed invalid by a court of competent jurisdiction, the invalidity of such provision will not affect the validity of the remaining provisions of these Terms, which will remain in full force and effect.
- 11.7. **No Third-Party Beneficiaries; Agreement Strictly Between the Parties.** Except as may be expressly contemplated by the Customer Agreement, as applicable, nothing express or implied in these Terms is intended to confer, nor will anything herein confer, upon any person other than you and us and the respective successors or permitted assigns of the parties, any rights, remedies, obligations or liabilities whatsoever.
- 11.8. **No Waiver.** No waiver of any term of these Terms will be deemed a further or continuing waiver of such term or any other term, and our failure to assert any right or provision under these Terms will not constitute a waiver of such right or provision.

Annex C: Pricing

The prices quoted below are preferential “early adopter” prices. Early adopter customers are requested (but not contractually required) to provide Associo with testimonials and feedback to support the development and uptake of the product.

Service	Details	Base Cost (excl VAT)
Workspace Fees	For each Workspace, a flat monthly or annual fee, agreed in advance between us based on the size and complexity of the case and the number of people working on it. The fee will be reviewed annually and the fee prospectively adjusted accordingly.	
Installation	<p>No installation charges for SaaS deployment (data held in Associo’s Azure account).</p> <p>For “Hybrid” deployment, where data held in Customer’s Azure account:</p> <ul style="list-style-type: none"> • Technical support installing databases in the customer’s Azure instance for a one-time fee of £500. This assumes a simple installation (to be determined by Licensor’s technical support staff in discussion with Customer about Customer’s environment and requirements). • Complex installations will be quoted at £180 per hour. 	<p>No installation charges for SaaS deployment</p> <p>From £500 one-time installation charge, per Hybrid deployment installation</p>
Technical Support / Incident Response	<p>Additional technical support (after initial installation), including incident response, is available at £180 per hour.</p> <p>Licensor will not charge for technical support provided in circumstances where Licensor accepts, following the conduct of a root cause analysis by Licensor, that there is an error or deficiency in the platform or Licensor’s installation of it that reasonably needs to be rectified.</p>	£180 per hour
Training and Non-Technical Support	<p>Up to 2 hours of training (in person in London or remote) will be provided, together with free access to online training materials.</p> <p>Licensor can also put Customer in touch with barristers who are adept in using Associo and can be instructed on a consultancy basis to assist your team to make the most effective use of the platform.</p>	

Development and Integration	Bespoke development and integration requests will be considered on a case-by-case basis, charged at £180 per hour.	£180 per hour
Variation	Licensor has the right to adjust this pricing schedule, upon giving notice of not less than one calendar month, with the change taking effect from the start of the next invoice period.	

VAT or sales tax at the prevailing rate will be added to all Fees (where applicable).

Charges are payable in advance (monthly or annually). Customer will make a quarterly advance payment, based on its number of planned users. At the end of each quarter, Customer will notify Assocío of the actual number of users during the quarter, and will pay any additional amount thereby shown to be payable.

Charges for technical support and other incidental services will be payable within 28 days of the issue of a corresponding invoice.

Licensor's Charges for Hybrid deployment assume that Customer has or will obtain a Microsoft Azure account. All charges incurred by Customer relating to the installation, maintenance and support of Customer's Microsoft Azure account (including any increase in such charges resulting from the installation of Assocío databases in that account) will be borne by Customer.