

These Reapit Foundations User Terms and Conditions govern access to Reapit's Foundations Platform and incorporate the Registration Details, to the exclusion of all other terms.

1 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, the following words and expressions have the following meaning:

- 1.1.1 **Agreement** means the Reapit Foundations User Terms and Conditions, together with the Registration Details.
- 1.1.2 **Applicable Laws** means, in relation to a Party, all applicable laws, enactments, regulations, regulatory policies, binding industry codes, regulatory permits and regulatory licences which are in force from time to time during the term of this Agreement and that apply to the performance of that Party's obligations pursuant to this Agreement.
- 1.1.3 **Application** means a software application available from the App Marketplace.
- 1.1.4 **App Marketplace** means the online marketplace through which Reapit makes available Applications and which is part of the Foundations Platform.
- 1.1.5 **API or Application Programming Interface** means a programming interface used to pass data back and forth between software applications and programs in a formalised way.
- 1.1.6 **Application User Terms** means the terms of use for an Application on the App Marketplace.
- 1.1.7 **Application User Terms Principles** means the principles set out in Schedule 1.
- 1.1.8 **Business Day** means a day (other than a Saturday or Sunday) on which banks are generally open in London for normal business.
- 1.1.9 **Commencement Date** means the earlier of (i) the date on which Reapit confirms the Developer's access to the Foundations Platform and (ii) the date on which the Developer first accesses the Foundations Platform.
- 1.1.10 **Contract Year** means a period of one year commencing on the Commencement Date (for the first Contract Year) and thereafter commencing on each anniversary of the Commencement Date.
- 1.1.11 **Developer** means the entity identified as such in the Registration Details.
- 1.1.12 **Developer Edition** means a single user downloadable version of the Reapit RPS software for the purpose of testing integrations and Applications in the Developer environment by the Developer, for which a monthly fee is payable.
- 1.1.13 **Developer Feedback** means any data, information, text, drawings, records, documents and other materials provided pursuant to clause 2.2.4.
- 1.1.14 **Data Protection Laws** means any applicable laws and regulations relating to privacy or the use or processing of data relating to natural persons, including: (a) the 2018 Data Protection Act (the **DPA**); (b) the Privacy and Electronic Communications (EC Directive) Regulations 2003; and (c) the General Data Protection Regulation (EU Regulation 2016/679) (**GDPR**); (d) at such time as the United Kingdom leaves the European Union and the GDPR no longer has direct effect in United Kingdom law, the GDPR as transposed into the national legislation of the United Kingdom by operation of section 3 of the European Union (Withdrawal) Act 2018 ("**UK GDPR**") and (e) any laws or regulations ratifying, implementing, adopting, supplementing or replacing GDPR, UK GDPR or DPA and in each case as amended or replaced from time to time, together with any binding guidance and codes of practice issued from time to time by relevant supervisory authorities.

- 1.1.15 **Dispute Resolution Procedure** means the procedure for the resolution of Disputes specified in clause 15.
- 1.1.16 **Documentation** means any technical information and documentation necessary for the use of the Application.
- 1.1.17 **Fees** means the following:
- (a) Annual Registration Fee;
 - (b) Monthly App Marketplace Fee;
 - (c) Total Consumption Cost; and
 - (d) Monthly Data Storage Fee,
- which are set out in Schedule 2, or as otherwise agreed in writing between the Parties from time to time.
- 1.1.18 **Force Majeure Event** means any cause or causes beyond the reasonable control of the Party claiming to be subject to it, including: any extremely severe weather, landslide, storm, lightning, fire, subsidence, epidemic, outbreak of military hostilities (whether or not war is declared), expropriation by governmental authorities, act of God, governmental act (other than a Regulatory Change), act of terrorism, earthquake, flood, embargo, riot, sabotage, strike (other than of its own employees), failures of Third Parties (other than Subcontractors), explosion or civil commotion.
- 1.1.19 **Foundations Platform** means Reapit's App Marketplace and online portal of developer tools, documentation and other reference materials which facilitate the development of Applications and their integration with Reapit Software.
- 1.1.20 **Good Industry Practice** means, at any time during the term of this Agreement, the exercise of reasonable skill, care, prudence, efficiency, foresight and timeliness which would at that time be expected from a reasonably and suitably skilled, trained and experienced person providing services similar to the Services.
- 1.1.21 **Initial Term** means one Contract Year.
- 1.1.22 **Insolvency Event** means in relation to a Party, the convening of a meeting of its creditors or if a proposal shall be made for a voluntary arrangement within Part I of the Insolvency Act 1986 or a proposal for any other composition scheme or arrangement with (or assignment for the benefit of) its creditors or if the other shall be unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or if a trustee receiver administrative receiver or similar officer is appointed in respect of its business or assets or if a petition is presented or a meeting is convened for the purpose of considering a resolution or other steps are taken for its winding or for the making of an administration order (otherwise than for the purpose of an amalgamation or reconstruction).
- 1.1.23 **Intellectual Property Rights** means:
- (a) copyright, patents, database rights and rights in trade marks, designs, know-how and confidential information (whether registered or unregistered);
 - (b) applications for registration, and the right to apply for registration, for any of these rights; and
 - (c) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world.
- 1.1.24 **Loss** means claims, demands, actions, awards, judgments, settlements, costs, expenses, liabilities, damages and losses (including all interest, fines, penalties, management time and legal and other professional costs and expenses).

- 1.1.25 **Party** means Reapit or the Developer (as the case may be) and **Parties** means Reapit and the Developer.
- 1.1.26 **Developer IPR Claim** is defined in clause 4.3.
- 1.1.27 **Reapit** means Reapit Limited, registered in England (registered number 03483017) whose registered office is at 67 – 74 Saffron Hill, London, EC1N 8QX.
- 1.1.28 **Reapit Staff** means agents and sub-contractors and any other person working on behalf of Reapit and engaged in the provision of the Services.
- 1.1.29 **Registration Details** means the data required to be entered by the Developer in order to be permitted to use the Foundations Platform.
- 1.1.30 **Regulator** means any person having regulatory or supervisory authority over all or any part of (a) the Services or (b) the business of Reapit or (c) the business of Developer.
- 1.1.31 **Term** means the duration of the Agreement, as determined in accordance with the terms of clause 11.
- 1.1.32 **Third Party** means any person which is not a Party.
- 1.2 the words including and include shall mean including without limitation and include without limitation, respectively;
- 1.3 any reference to a time of day is to United Kingdom time;
- 1.4 the Schedules form part of this Agreement;
- 1.5 the headings do not affect the interpretation of this Agreement;
- 1.6 any reference to a statute or statutory provision includes, unless the context otherwise requires, a reference to that statute or statutory provision as from time to time amended, consolidated, extended, re-enacted, or replaced and to all statutory instruments, orders, regulations or rules made pursuant to it; and
- 1.7 all references to the Parties include their permitted successors and assigns;

2 FOUNDATIONS PLATFORM AND APPLICATIONS

- 2.1 Reapit hereby grants the Developer access to the Foundations Platform for the purpose of:
 - 2.1.1 developing Applications;
 - 2.1.2 publishing Approved Applications; and
 - 2.1.3 accessing any other features and services that Reapit may choose to make available through the Foundations Platform from time to time.
- 2.2 As a condition of such continuing access, the Developer agrees that:
 - 2.2.1 access is solely for the purpose of developing Applications and/or accessing Reapit's Application Programming Interfaces;
 - 2.2.2 it will not interfere with or access any other developer's Application, without that developer and Reapit's express prior written permission;
 - 2.2.3 it will not collect any data or Personal Data on the Foundations Platform, other than through its Application and in accordance with the Application User Terms Principles;
 - 2.2.4 it will provide feedback when requested by Reapit, in relation to the performance of the Foundations Platform;
 - 2.2.5 co-operate in all matters relating to this Agreement with Reapit;

- 2.2.6 it will not provide access to the Foundations Platform to anyone who is not an employee of the Developer or a sub-contractor approved in accordance with clause 2.3;
- 2.2.7 it will not use the Foundations Platform in a manner, develop an Application, or share any content or Developer Feedback, that:
 - (a) is false or misleading;
 - (b) is defamatory, derogatory, degrading or harassing of another or constitutes a personal attack;
 - (c) invades another's privacy or includes, copies or transmits another's confidential, sensitive or personal information;
 - (d) promotes bigotry, racism, hatred or harm against any group or individual;
 - (e) is obscene or not in good taste;
 - (f) infringes or promotes the infringement of a Third Party's rights, including Intellectual Property Rights;
 - (g) promotes the infringement of any Applicable Laws;
 - (h) contains a solicitation of funds, goods or services, or promotes or advertises goods or services (other than the Application itself); or
 - (i) contains any viruses, Trojan horses, or other components designed to limit or harm the functionality of a computer.
- 2.3 Without prejudice to clause 14.6.1, the Developer may not subcontract the development of an Application without Reapit's prior written approval.
- 2.4 Any Application must be developed in accordance with any guidelines published by Reapit from time to time and the Application User Terms must comply with the Application User Terms Principles.
- 2.5 Applications must be submitted for approval by Reapit:
 - 2.5.1 prior to an application being published on the Reapit Platform; and
 - 2.5.2 after making any changes to an Approved Application's functionality, features, operating model or description.
- 2.6 Application Approvals
 - 2.6.1 If the Developer wishes to submit an Application for publishing on the App Marketplace in accordance with the terms of this Agreement the Developer must submit the relevant Application to Reapit by completing the "Submit the Application" (or equivalent) process within the Foundations Platform.
 - 2.6.2 If Reapit approves the Application, Reapit will notify the Developer electronically and the Application will be published by Reapit on the App Marketplace in accordance with Reapit's usual processes.
 - 2.6.3 If Reapit believes that the Application does not comply with the terms of this Agreement or any guidelines published by Reapit in accordance with clause 2.4, Reapit may in its absolute discretion refuse to approve the Application and shall notify the Developer promptly. The Developer may resubmit the Application for Reapit's approval until such time as Reapit approves it or, at Reapit's sole discretion, Reapit decides that the Application must be removed from this approvals process permanently. For the avoidance of doubt, no Application shall be listed by Reapit in the App Marketplace unless it has been explicitly approved by Reapit in writing and such approval shall never be deemed.

2.7 Notwithstanding that an Application has been approved by Reapit in accordance with the terms of clause 2.6.2, Reapit may, at any time notify the Developer:

2.7.1 that Reapit intends to withdraw an approved Application from the App Marketplace if Reapit believes that an Application breaches or may breach any term of this Agreement. In such circumstances, the notice will specify the reasons for withdrawing the Application as well as required steps to be taken by the Developer prior to submitting the Application for approval in accordance with the terms of clause 2.6; and

2.7.2 that Reapit requires an Application to be re-submitted for approval.

2.8 A breach by the Developer of any term of this clause 2 shall be deemed to be a material breach.

3 FEES AND PAYMENT

3.1 Developer shall pay Reapit the Fees as calculated in accordance with Schedule 2 and as invoiced by Reapit in accordance with this clause 3. The Fees do not include value added tax or any locally applicable equivalent sales tax which Developer shall pay, in addition to the Fees, at the prevailing rate, and in the manner prescribed by applicable law.

3.2 The Fees are payable in accordance with the terms of Schedule 2 and the applicable invoice. Fees will be collected by direct debit in accordance with the Direct Debit mandate that the Developer must complete at the same time as providing the Registration Details.

3.3 If the Developer wishes to dispute an invoice, the Developer shall:

3.3.1 notify Reapit in writing, within 5 Business Days of receipt of the invoice, such notice to set out the reasons for the dispute; and

3.3.2 pay any undisputed amount by the due date.

3.4 Upon receipt of the notice from Developer pursuant to clause 3.3.1, the Parties shall commence discussing the dispute in good faith for a period of 30 days and if the dispute is not resolved at the end of such period, it shall be referred to the Dispute Resolution Procedure.

3.5 Without prejudice to any other right or remedy Reapit may have and subject to the terms of clause 3.2, if the Developer fails to pay Reapit the Fees on or before the due date in respect of a valid and undisputed invoice, Reapit may charge interest on such sum from the due date for payment at the annual rate of 5% above the base lending rate from time to time of Barclays Bank accruing on a daily basis until payment is made whether before or after any judgment.

3.6 Notwithstanding the foregoing, Reapit reserves the right to vary the Fees (or any element of the Fees, such as the thresholds applicable to the "Number of Endpoints" or "Monthly API Calls" which are used to calculate the Total Consumption Cost), provided that Reapit shall notify the Developer 60 days prior to such change taking effect. Following receipt of such notice from Reapit, the Developer has the right to terminate this Agreement by written notice to Reapit, such notice to be received by Reapit no later than 30 days prior the change taking effect.

4 INTELLECTUAL PROPERTY RIGHTS AND INDEMNITY

4.1 All Intellectual Property Rights belonging to a Party prior to the Commencement Date, including all enhancements and modifications to those Intellectual Property Rights, shall remain vested in that Party. Unless expressly agreed in writing in an Order form, the Parties do not intend that the ownership of any Intellectual Property Rights shall transfer from one Party to another as a result of entering into this Agreement.

4.2 The Developer hereby grants Reapit:

- 4.2.1 an exclusive worldwide, royalty-free licence to make all Approved Applications available for sale, download and use on the App Marketplace; and
 - 4.2.2 a worldwide, perpetual, royalty-free, irrevocable, nonexclusive, fully sublicensable license to use, edit, reproduce, modify, adapt, the Developer Feedback for any purpose (commercial or otherwise) and in any form, medium, or technology now known or later developed.
- 4.3 Subject to clause **Error! Reference source not found.**, no Intellectual Property Rights in or to either Party's trademarks or brands shall be used by the other Party for any purpose without the other Party's prior written consent. If that consent is given, the relevant Party shall use the relevant trademarks or brands in compliance with the consenting Party's brand guidelines and in accordance with the terms and conditions of the relevant trade mark licence between the Parties (if any).

IPR Indemnity

- 4.4 Subject to the provisions of clauses 4.5 and 4.6 the Developer agrees to indemnify Reapit on demand for all Loss incurred by Reapit in connection with any claim or action against Reapit by any Third Party which alleges that the exercise by Reapit of its rights pursuant to this Agreement infringes either (i) the Intellectual Property Rights, other than patents, of that Third Party or (ii) any United Kingdom patent of that Third Party existing as at the Commencement Date (**Developer IPR Claim**) and shall take all steps necessary to defend or settle any Developer IPR Claim.
- 4.5 If any Developer IPR Claim is made against Reapit, and as a result of that Developer IPR Claim Reapit is prevented from exercising its rights pursuant to this Agreement, the Developer shall at its cost and expense either:
- 4.5.1 obtain for Reapit the right to continue exercising its rights in the manner permitted under this Agreement; or
 - 4.5.2 modify or replace the infringing part of the Application or other subject of the Developer IPR claim so as to avoid the infringement or alleged infringement.

Conduct of Developer IPR Claim

- 4.6 The Parties agree that in respect of any Developer IPR Claim:
- 4.6.1 Reapit shall notify Developer promptly in writing of any Developer IPR Claim of which Reapit has notice (and in any event within 2 Business Days);
 - 4.6.2 the Developer shall by written notice to Reapit assume exclusive conduct of the Developer IPR Claim (which shall include the exclusive right to conduct any proceedings or action, negotiate the settlement of the Developer IPR Claim and conduct all discussions and dispute resolution efforts in connection with the Developer IPR Claim);
 - 4.6.3 Reapit shall not admit any liability or agree to any settlement or compromise of the Developer IPR Claim without the prior written consent of Developer; and
 - 4.6.4 Reapit shall, at the Developer's request, cost and expense, give Developer all required assistance in connection with the conduct of the Developer IPR Claim including access to personnel and provision of documents.

5 DEVELOPER FEEDBACK

- 5.1 The Developer grants Reapit a perpetual royalty-free and non-exclusive licence to use any Developer Feedback on the terms and conditions of this Agreement for the purposes of
- 5.1.1 operating the Foundations Platform;
 - 5.1.2 enabling the further development of the Foundations Platform's functionality;

- 5.1.3 ensuring that an Application is integrated with the Reapit Software;
- 5.1.4 ensuring that an Application can be published on the App Marketplace.

6 DATA PROTECTION

- 6.1 Each Party shall comply with the provisions imposed on them by the Data Protection Laws.
- 6.2 Each Party shall maintain records of all processing operations relating to this Agreement under its responsibility that contain at least the minimum information required by the Data Protection Laws and shall make such information available to the applicable Regulator on request.
- 6.3 The Data Protection Annex attached to the Order Form sets out details of the processing of Personal Data to be undertaken by Reapit in connection with this Agreement, the types of Personal Data, categories of Data Subjects, and nature and purposes of processing. Such processing shall take place throughout the duration of this Agreement.
- 6.4 If either Party receives any complaint, notice or communication which relates directly or indirectly to the processing of Personal Data by the other Party or to either Party's compliance with the Data Protection Laws, it shall promptly notify the other Party and it shall provide the other Party with reasonable co-operation and assistance in relation to any such complaint, notice or communication.
- 6.5 Where the Developer transfers Personal Data to Reapit, the Developer warrants to Reapit that:
 - 6.5.1 it has the right to lawfully transfer such Personal Data to Reapit; and
 - 6.5.2 that it has secured a lawful data processing ground, in accordance with and in compliance with applicable Data Protection Laws, to process such Personal Data and to share such Personal Data with Reapit.

7 CONFIDENTIALITY

- 7.1 Each Party (a Recipient) undertakes to the other Party (each, a **Disclosing Party**) to treat as confidential all information, whether commercial, financial, technical or otherwise, in any medium or format, which the Recipient receives from the Disclosing Party, either directly or from any other person, which concerns the business, operations, Developers or suppliers of the Disclosing Party (**Confidential Information**). . The terms and conditions of this Agreement shall constitute Confidential Information of each Party.
- 7.2 The Recipient may use the Confidential Information only in accordance with this Agreement and shall treat the Confidential Information with the same standard of care that it holds its own Confidential Information. The Recipient may provide its employees, directors, subcontractors and professional advisers (**Permitted Users**) with access to the Confidential Information to the extent reasonably necessary in order for Recipient to perform or receive the Services only. The Recipient shall ensure that each of its Permitted Users is bound to hold all Confidential Information in confidence to the standard required under this Agreement. Where a Permitted User is not an employee or director of the Recipient (and is not under a professional duty to protect confidentiality), the Recipient shall ensure that the Permitted User shall be subject to the same duty of care as the Recipient is under the terms to this Agreement,
- 7.3 This clause 7 shall not apply to any information which:
 - 7.3.1 is in or subsequently enters the public domain other than as a result of a breach of this clause 7;
 - 7.3.2 has been or is subsequently received by the Recipient from a Third Party which is under no confidentiality obligation in respect of that information;

7.3.3 has been or is subsequently independently developed by the Recipient without use of the Disclosing Party's Confidential Information; or

7.3.4 was previously known to the Recipient free of any obligation to keep it confidential.

7.4 Each Permitted User may disclose Confidential Information where that Permitted User (or, where the Permitted User is an individual, his or her employer) is required to do so by law or by any competent regulatory authority. In these circumstances the Recipient shall give the Disclosing Party prompt advance written notice of the disclosure (where lawful and practical to do so) so that the Disclosing Party has sufficient opportunity (where possible) to prevent or control the manner of disclosure by appropriate legal means.

7.5 This clause 7 shall remain in full force and effect notwithstanding any termination of this Agreement.

8 REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

8.1 Each Party represents and warrants to the other Party that:

8.1.1 it has the power to execute and deliver this Agreement and to perform its obligations under it and has taken all action necessary to authorise execution and delivery and the performance of its obligations;

8.1.2 authorisations, licences or consents from, and notices or filings with, any relevant Regulator or other governmental or other authority that are necessary to enable it to execute, deliver and perform its obligations under this Agreement have been obtained or made (as the case may be) and are in full force and effect and all conditions of each authorisation, licence, consent, notice or filing have been complied with.

8.2 In addition:

8.2.1 the Developer warrants that:

- (a) nothing shall be inserted or entered into the Application which is intended by any person to impair the operation of the Application or the Reapit Software; and
- (b) the Application will operate in accordance with any documented functionality in all material respects.

8.3 Save as provided in this Agreement, no representations, warranties or other terms, express or implied, statutory or otherwise, as to condition, quality, performance, or fitness for purpose are given or assumed by Reapit in respect of the Services, and all those representations, warranties and terms are excluded save to the extent that any exclusion is prohibited by law.

9 FORCE MAJEURE

9.1 Subject to clause 10.1, neither Party shall be liable to the other Party for any delay or non-performance of its obligations under this Agreement arising directly from a Force Majeure Event, provided that the affected Party:

9.1.1 promptly notifies the other Party in writing of the cause of the delay or non-performance and the likely duration of the delay or non-performance; and

9.1.2 uses reasonable endeavours to limit the effect of that delay or non-performance on the other Party.

9.2 In any such case, the performance of the affected Party's obligations, to the extent affected by the cause, shall be suspended during the period that the cause persists.

9.3 If a Force Majeure Event occurs and Reapit has not restored full and uninterrupted Services within 72 hours, Developer shall not be required to pay, and Reapit shall not be entitled to charge, for

Services affected by that Force Majeure Event for the duration of the period commencing on the date the Force Majeure Event occurred and ending on the date full and uninterrupted Services are resumed.

10 LIMITATION OF LIABILITY

10.1 Nothing in this Agreement excludes or limits either Party's liability:

- 10.1.1 for fraud by it or its employees or subcontractor; or
- 10.1.2 for death or personal injury caused by its negligence or that of its employees or agents or, in the case of Reapit, any Subcontractor or its employees; or
- 10.1.3 to the extent that any Applicable Laws and Regulations precludes or prohibits any exclusion or limitation of liability.

10.2 Subject to clauses 10.1 and 10.4, the total aggregate liability of each Party to the other Party in a Contract Year arising from breach of contract, negligence, under any indemnity or otherwise under or in connection with this Agreement shall not exceed 100% of the Fees paid and payable by the Developer in that Contract Year.

10.3 Subject to clauses 10.1 and 10.4, neither Party shall be liable to the other Party for any:

- 10.3.1 special damages;
 - 10.3.2 consequential losses;
 - 10.3.3 consequential damages;
 - 10.3.4 indirect loss or damage;
 - 10.3.5 loss of business;
 - 10.3.6 loss of revenue;
 - 10.3.7 loss of profits;
 - 10.3.8 loss of anticipated savings; or
 - 10.3.9 loss of goodwill,
- in each case whether arising from breach of contract, negligence, under any indemnity or otherwise.

10.4 The following types of Loss shall not be subject to the exclusions set out in clause 10.3:

- 10.4.1 the termination or lack of renewal by Reapit's customers of their contract(s) with Reapit as a result of or related to their use of an Application which is defective;
- 10.4.2 the unauthorised use of data submitted by a user of an Application by or on behalf of the Developer,
- 10.4.3 any Loss arising out of or related to a breach by the Developer of clauses 2.2, 2.3 and/or 2.4.

10.5 Without prejudice to the terms of clause 10.3, Reapit shall not be liable for any Loss arising out of or related to:

- 10.5.1 the Developer's use of any feature which is part of the Foundations Platform; and/or
- 10.5.2 any claim made by a user of an Application against the Developer or against Reapit.

10.6 The Developer agrees to indemnify Reapit on demand for any Loss incurred by Reapit as a result of or arising out of any claims made by a user of an Application, where such claim relates to or arises out of that user's use of an Application.

10.7 Nothing in this clause 10 shall in any way reduce or affect each Party's general duty to mitigate loss suffered by it.

- 10.8 The Parties agree that they have negotiated this clause 10 and that it represents a fair and equitable position.

11 TERM AND TERMINATION

- 11.1 The Agreement comes into effect on the Commencement Date and, subject to early termination in accordance with the terms of clause 11.3, shall continue to be in force until the expiry of the Initial Term.
- 11.2 Upon expiry of the Initial Term and on each anniversary of the Commencement Date, the Agreement shall automatically renew for a subsequent Contract Year, subject to:
- 11.2.1 early termination in accordance with the terms of clause 11.3; and
 - 11.2.2 a Party giving at least 1 months' written notice to terminate the Agreement to the other Party, save that:
 - (a) the Developer's right to give such notice is subject to the Developer having paid all invoiced and non-disputed amounts on the date the notice is given; and
 - (b) the notice cannot take effect before expiry of the Initial Term.
- 11.3 This Agreement may be terminated:
- 11.3.1 by Reapit on written notice:
 - (a) if the Developer fails to pay an undisputed, invoiced amount within 30 days following receipt of an initial written notice from Reapit stating that the amount is due and is unpaid;
 - 11.3.2 by written notice from a Party if the other Party commits a material breach of this Agreement and which (in the case of a breach capable of being remedied) shall not have been remedied within 30 days of a written request to remedy the same;
 - 11.3.3 by written notice from a Party if the other Party is subject to an Insolvency Event.
- 11.4 Any termination of this Agreement pursuant to this clause shall be without prejudice to any other rights or remedies a Party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either Party nor the coming into or continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

12 CONSEQUENCES OF TERMINATION

- 12.1 The following clauses shall survive termination or expiry of this Agreement: 3, 4, 5, 6, 7, 10, 12, 13, 15 and 16.
- 12.2 Upon termination or expiry of this Agreement, the licence granted by the Developer in clause 4.2.1 shall terminate automatically and Reapit shall cease marketing the Application(s) from the effective date of termination or expiry.
- 12.3 Termination of this Agreement in accordance with its terms shall not relieve the Developer of its payment obligations and all sums that would otherwise be due from the Developer to Reapit under this Agreement shall be payable on the date that they would otherwise become due and the number of Users applicable to any termination notice period (whether early termination in accordance with the terms of clause 11.3 or a notice to prevent automatic renewal in accordance with clause 11.2.2) shall be deemed to be the number of Users as at the date the applicable termination notice is sent.

13 NOTICES

- 13.1 Any notice request instruction or other document to be given under this Agreement shall be in writing and shall be deemed to have been duly given if left at or sent by hand or by registered post or by e-mail to (i) a Party at its registered company address in England; or (ii) e-mail address set out below for such Party or such other address as one Party may from time to time designate by written notice to the other.
- 13.2 Any such notice, request, instruction or other document shall be deemed to have been received by the addressee two Business Days following the date of dispatch if the notice or other document is sent by registered post, or simultaneously with the delivery or transmission if sent by hand or if given by e-mail or other electronic means, provided always that any notice sent by e-mail or other electronic means shall also be sent by first class post.
- 13.3 Notwithstanding the provisions above, a copy of any written notice sent by the Developer to Reapit must be sent by e-mail to Reapit at the e-mail to the address below:
- 13.3.1 Notices to Reapit:
- (a) Address: 67 – 74 Saffron Hill, London, EC1N 8QX; and
 - (b) E-Mail address: Reapitcontracts@reapit.com.
- 13.3.2 Notices to the Developer shall be sent to the e-mail address submitted by the Developer as part of the Registration Details Foundations.

14 MISCELLANEOUS

- 14.1 Announcements: Neither Party shall:
- 14.1.1 make or authorise any public or private announcement or communication concerning this Agreement; or
 - 14.1.2 refer to or use any business name or trade mark of the other Party in any promotional communications,
 - 14.1.3 without the prior written consent of the other Party.
- 14.2 Further Assurance: Each Party shall , at its own cost, promptly execute and deliver all such documents, and do all such things, as the other Party may from time to time reasonably require for the purpose of giving full effect to the provisions of this Agreement and to secure for the other Party the full benefit of the rights, powers and remedies conferred upon it under this Agreement.
- 14.3 Entire Agreement:
- 14.3.1 The Agreement sets out the entire agreement between the Parties relating to its subject matter and, save to the extent expressly set out in this Agreement, supersede and extinguish any prior drafts, agreements, undertakings, representations, warranties, promises, assurances and arrangements of any nature whatsoever, whether or not in writing, relating thereto.
 - 14.3.2 Neither Party has entered into this Agreement in reliance upon, nor shall either Party have any claim or remedy in respect of, any statement, representation, warranty, undertaking, assurance, promise, understanding or other provision made by or on behalf of the other Party, any of its representatives or any other person which is not expressly set out in this Agreement.
 - 14.3.3 This clause 14.3 (Entire Agreement) shall not exclude any liability for or remedy in respect of fraudulent misrepresentation.
- 14.4 Waiver and Variation:

- 14.4.1 A failure or delay by a Party to exercise any right or remedy provided under this Agreement or by Law, whether by conduct or otherwise, shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by Law, whether by conduct or otherwise, shall preclude or restrict the further exercise of that or any other right or remedy.
- 14.4.2 A waiver of any right or remedy under this Agreement shall only be effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A Party that waives a right or remedy provided under this Agreement or by Law in relation to another Party does not affect its rights in relation to any other Party.
- 14.4.3 Reapit reserves the right to amend this Agreement at any time by notice to the Developer. Upon receipt of a notice of variation, the Developer shall have the right to terminate his Agreement for a period of 10 Business Days, after which the applicable variations will be deemed to have been accepted by the Developer.
- 14.5 Invalidity: Where any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the Applicable Law of any jurisdiction then such provision shall be deemed to be severed from this Agreement and, if possible, replaced with a lawful provision which, as closely as possible, gives effect to the intention of the Parties and, where permissible, that shall not affect or impair the legality, validity or enforceability in that, or any other, jurisdiction of any other provision of this Agreement.
- 14.6 Assignment:
- 14.6.1 The Developer shall not be entitled to assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Agreement without Reapit's prior written consent.
- 14.6.2 Reapit may, after having given prior written notice to the Developer:
- (a) assign its rights under this Agreement to any person to which it transfers that part of its business to which this Agreement relates; or
 - (b) assign or novate this Agreement to a purchaser of the whole or substantially the whole of the business of Reapit.
- 14.7 No Partnership or Agency: Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any Party the agent of another Party, or authorise any Party to make or enter into any commitments for or on behalf of any other Party.
- 14.8 Third Party Rights: A person who is not a Party to this Agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.
- 14.9 Costs: Except as otherwise provided in this Agreement, each Party shall bear its own costs arising out of or in connection with the preparation, negotiation and implementation of this Agreement.
- 14.10 Counterparts: This Agreement may be executed in any number of counterparts. Each counterpart shall constitute an original of this Agreement, but all the counterparts together shall constitute but one and the same instrument.
- 15 DISPUTES**
- 15.1 Any Dispute shall be referred for resolution by either Party first to the Chief Commercial Officer (for Reapit) and Key Contact (for the Developer).

- 15.2 If the Dispute cannot be resolved by the persons referred to in clause 15.1 within 5 Business Days after the Dispute has arisen, either Party may give written notice to the other Party that a Dispute has arisen (**Dispute Notice**). Within 3 Business Days after receipt of the Dispute Notice, the Dispute shall be referred to the Chief Executive Officer (or equivalent) of Developer and to Chief Executive Officer of Reapit for resolution. If the Dispute is not resolved by agreement in writing between the Parties within 21 days of receipt of the Dispute Notice, the Dispute shall be resolved in accordance with the remaining provisions of this clause 11.
- 15.3 Either Party may refer the Dispute for final resolution by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference into this clause 11. The number of arbitrators shall be 3 (Tribunal). Each of the Parties shall appoint one arbitrator. The 2 arbitrators so appointed shall choose the third arbitrator who will act as the Chairman of the Tribunal. The seat, or legal place, of arbitration shall be London, United Kingdom. The language to be used in the arbitral proceedings shall be English.
- 15.4 This clause 15 is without prejudice to either Party's right to seek interim relief against the other Party (such as an injunction) through the English courts to protect its rights and interests, or to enforce the obligations of the other Party.

16 GOVERNING LAW AND JURISDICTION

- 16.1 This Agreement shall be governed by, construed and interpreted in accordance with English law and the Parties hereby agree, for the purposes of this Agreement only and subject to the provisions of clause 15, to submit themselves and any claim or matter arising under or in connection with this Agreement to the exclusive jurisdiction of the English courts.

SCHEDULE 1 – APPLICATION USER TERM PRINCIPLES

1 GENERAL

- 1.1 The Developer must not include any terms in the Application User Terms, which conflict with the Developer's obligations pursuant to this Agreement.
- 1.2 The Developer must ensure that the Application:
 - 1.2.1 should access only the minimum data fields which that Application needs to work properly; and
 - 1.2.2 ensure any data is collected, processed, transmitted, maintained and used in accordance with the Application User Terms, all applicable laws and reasonable measures that protect the privacy and security of the relevant end user (including at a minimum those set out below at Paragraph 2).
- 1.3 Without prejudice to the foregoing, the Application User Terms must contain clear and legally adequate disclosures about the nature of the Application's integration with the Reapit Software (and any other software) and the User Data collected by the Application, as well as the Developer's intended use of it.
- 1.4 The Application User Terms should include a clear statement that the Application has not been developed by Reapit and that Reapit bears no responsibility or liability for the Application and does not warrant that it does (or will in the future) function and integrate with the Reapit Software.

2 DATA PROTECTION

- 2.1 The Application User Terms must comply with Data Protection Laws.
- 2.2 Without prejudice to the generality of the paragraph 2.1, the Developer must clearly notify the end users of the relevant Application as to:
 - 2.2.1 the types of personal data collected or processed by the Developer and the intended processing purposes of that personal data;
 - 2.2.2 where such Personal Data is stored (identity and location of entity maintaining the relevant database); and
 - 2.2.3 whether any third parties are involved as sub-processors of the Personal Data.

SCHEDULE 2 – FEES

Type	Amount	Payable
Annual Registration Fee	£995	Per Contract year, payable in advance
Annual App Marketplace Fee	£595	Payable for each Application approved in accordance with clauses 2.6 and 2.6.2, and payable per contract year, in advance
Monthly Developer Edition Fee	£300	Payable monthly on an ongoing basis until cancelled.
Monthly Data Storage Fee - Per 1GB	£0.50	Payable monthly in arrears
Total Consumption Cost	Calculated in accordance with the table below.	Payable monthly in arrears.

Calculation of Total Consumption Cost - Methodology:

	Monthly API Calls	first 1,000	1,001-2,500	2,501-5,000	5,001-10,000	10,001-25,000	25,001-50,000	above 50,000
(on last day of monthly billing period)	Number of Endpoints used	Cost per API Call						
	1-5	£0.010000	£0.008000	£0.006000	£0.005000	£0.004000	£0.002500	£0.001000
	6-10	£0.011000	£0.008800	£0.006600	£0.005500	£0.004400	£0.002750	£0.001100
	11-20	£0.012500	£0.010000	£0.007500	£0.006250	£0.005000	£0.003125	£0.001250
	21-30	£0.014500	£0.011600	£0.008700	£0.007250	£0.005800	£0.003625	£0.001450
	31-40	£0.017000	£0.013600	£0.010200	£0.008500	£0.006800	£0.004250	£0.001700
	41-50	£0.020000	£0.016000	£0.012000	£0.010000	£0.008000	£0.005000	£0.002000
	51+	£0.023500	£0.018800	£0.014100	£0.011750	£0.009400	£0.005875	£0.002350

Calculation of Total Consumption Cost - Example for representative purposes only:

Example:

Endpoints used: 21-30

Monthly API calls 100,000

Calls within band (A)	1,000	1,500	2,500	5,000	15,000	25,000	50,000
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Band cost per call (B) £0.014500 £0.011600 £0.008700 £0.007250 £0.005800 £0.003625 £0.001450

<i>Cost per band (A)</i>	<i>£14.50</i>	<i>£17.40</i>	<i>£21.75</i>	<i>£36.25</i>	<i>£87.00</i>	<i>£90.63</i>	<i>£72.50</i>
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Total monthly cost £340.03