The Customer wishes to use 3t Digital's services and software in its business operations. 3t Digital has agreed to provide, and the Customer has agreed to take and pay for 3t Digital's services subject to the terms and conditions of this Agreement. The defined terms used in this Agreement have the meanings set out in clause 15 (Interpretation).

Agreed Terms

1. Contract Formation

1.1.   These terms and conditions give rise to a contract between 3t Digital and the Customer where:

1.1.1.   3t Digital and the Customer sign an Order or final form Proposal subject to these terms; or

1.1.2.   the Customer (or a representative acting for the Customer) accepts these terms by clicking "accept" when prompted during its first access to the Platform.

1.2.   Any descriptive matter or advertising issued by 3t Digital, and any descriptions or illustrations contained in 3t Digital's catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Agreement or have any contractual force.

1.3.   These terms apply to the Agreement to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS OR OTHER ELEMENTS OF THE AGREEMENT YOU MUST NOT USE THE PLATFORM OR ANY OF THE SERVICES.

2. Onboarding Services

2.1.   The 3t Digital Account Team shall consist of the personnel listed in the Order. 3t Digital shall use reasonable endeavours to ensure continuity of its personnel assigned to this Agreement.

2.2.   3t Digital shall appoint the 3t Digital's Project Manager, who shall have the authority to contractually bind 3t Digital on all matters relating to this Agreement. 3t Digital shall use reasonable endeavours to ensure continuity of the 3t Digital's Project Manager but has the right to replace them from time to time where reasonably necessary in the interests of 3t Digital's business.

2.3.   3t Digital shall use reasonable endeavours to perform the Onboarding Services in accordance with the timetable set out in the Order and any Project Plan but any dates for performance of the Onboarding Services or delivery of any Deliverables shall be estimates only, and time shall not be of the essence in this Agreement.

2.4.   To the extent specified in the Order, and subject to clause 2.3, 3t Digital shall provide such Deliverables as are agreed between the Parties on the terms as to fees and delivery dates

as are set out in the Order. On delivery of each Deliverable (if any), the Customer shall be able to access the Deliverable online. Within five days of 3t Digital's delivery to the Customer of any Deliverable, the Customer shall review the Deliverable to confirm that it functions in material conformance with the applicable portion of the Software Specification. If the Deliverable fails in any material respect to conform with the applicable portion of the Software Specification, the Customer shall give 3t Digital a detailed description of any such non-conformance (Error), in writing, within the five-day review period.

2.5.   With respect to any Errors contained in any Deliverables delivered to the Customer during the Onboarding Services, 3t Digital shall use reasonable endeavours to correct any such Error within a reasonable time and, on completion, submit the corrected Deliverable to the Customer provided always that 3t Digital shall have no liability for correction of Errors caused by the Customer, the Customer's failure to provide the Customer Data in the format required by 3t Digital or errors in the Customer Data. The provisions of this clause 2.5 shall then apply again, up to three additional times. If 3t Digital is unable to correct such Error after three attempts, either party may terminate this Agreement without further liability to the other party.

2.6.   If the Customer does not provide any written comments in the five-day period described above, or if the Deliverable is found to conform with the Software Specification, the Deliverable shall be deemed accepted.

2.7.   Any additional acceptance testing procedures in respect of the Software agreed between the Customer and 3t Digital shall be specified in the Order or as otherwise notified in writing by 3t Digital.

3.   Hosting Services, Maintenance and Support

3.1.   3t Digital shall perform the Hosting Services and Maintenance and Support services from the Subscription Commencement Date. The Service Level Arrangements shall apply with effect from the start of the month after the Onboarding Services have been completed.

3.2.   In relation to Authorised Users:

3.2.1.   the Customer's access to the Hosting Services shall be limited to the number of Authorised Users stipulated in the Order, being employees, delegates or independent contractors of the Customer for whom the Customer has paid the relevant Fees and which users have agreed to abide by the terms of 3t Digital's end user agreement;

3.2.2.   the Customer shall maintain a written list of current Authorised Users of the Software, and the Customer shall provide such list to 3t Digital as may be reasonably requested by 3t Digital from time to time;

3.2.3.   the Customer shall ensure that each Authorised User keeps a secure password for their use of the Software, that such password is changed no less frequently than

quarterly and that each Authorised User keeps their password confidential and abides by all terms set out in 3t Digital's end user agreement;

3.2.4. 3t Digital may audit the Software regarding the name and password for each Authorised User. Such audit may be conducted no more than once per quarter, at 3t Digital's expense, and shall be exercised with reasonable prior notice, in a manner so as to not substantially interfere with Customer's normal conduct of business; and

3.2.5. if such audit reveals that passwords have been provided to individuals who are not Authorised Users, and without prejudice to 3t Digital's other rights, the Customer shall promptly disable such passwords and shall not issue any new passwords to such individuals/pay such additional fees at 3t Digital's standard rates as are necessary to properly licence such additional users throughout the duration of their access.

3.3. In relation to the Software:

3.3.1. 3t Digital hereby grants to the Customer on and subject to the terms and conditions of this Agreement a non-exclusive, non-transferable licence to allow Authorised Users to access the Software through the Hosting Services and to use the Software solely for the Customer's internal business purposes;

3.3.2. the Customer shall not store, distribute, introduce or transmit through the Hosting Services:

3.3.2.1. any Virus,

3.3.2.2. any Vulnerability; or

3.3.2.3. any material that is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; facilitates illegal activity; depicts sexually explicit images; or promotes unlawful violence, discrimination based on race, gender, colour, religious belief, sexual orientation, disability, or any other illegal activities;

3.3.3. the rights provided under this clause 3.3 are granted to the Customer only, and shall not be considered granted to any subsidiary or holding company of the Customer;

3.3.4. the Customer shall not:

3.3.4.1. attempt to copy, duplicate, modify, create derivative works from or distribute all or any portion of the Software except to the extent expressly set out in this Agreement or as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties; or

3.3.4.2. attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software, except

as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties; or

3.3.4.3. access all or any part of the Software or Hosting Services in order to build a product or service which competes with the Software and/or the Services

3.3.4.4. use the Software or Hosting Services to provide services to third parties; or

3.3.4.5. subject to clause 14.6, transfer, temporarily or permanently, any of its rights under this Agreement, or

3.3.4.6. attempt to obtain, or assist third parties in obtaining, access to the Software, other than as provided under this clause 3.3.4; and

3.3.5. the Customer shall use reasonable endeavours to prevent any unauthorised access to, or use of, the Software and notify 3t Digital promptly of any such unauthorised access or use.

4. Customer Data

4.1. The Customer shall own all rights, title and interest in and to all of the Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of such Customer Data.

4.2. 3t Digital shall follow its archiving procedures for Customer Data as described in the Hosting Services. In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy against 3t Digital shall be for 3t Digital to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by 3t Digital in accordance with the archiving procedure described in the Hosting Services. 3t Digital shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party (except those third parties sub-contracted by 3t Digital to perform services related to Customer Data maintenance and back-up for which 3t Digital shall remain fully liable under the DPA).

4.3. Both parties shall comply with the terms of the 3t Digital Data Processing Addendum (DPA).A comprehensive explanation of 3t Digital's use of data is available at https://www.3tglobal.com/data-protection/.

5. 3t Digital's Obligations

5.1. 3t Digital undertakes that the Services will be performed substantially in accordance with the Software Specification and with reasonable skill and care.

5.2. The undertaking at clause 5.1 shall not apply to the extent of any non-conformance which is caused by use of the Software contrary to 3t Digital's instructions, using data, systems or hardware not recommended by 3t Digital, or modification or alteration of the Software by any party other than 3t Digital or 3t Digital's duly authorised contractors or agents. If the Software does not conform with the foregoing undertaking, 3t Digital will, at its

expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 5.1. Notwithstanding the foregoing, 3t Digital does not warrant that the Software and Services will be free from Vulnerabilities or that the Customer's use of the Software and the Services will be uninterrupted or error-free.

5.3. This Agreement shall not prevent 3t Digital from entering into similar agreements with third parties, or from independently developing, using, selling or licensing materials, products or services which are similar to those provided under this Agreement.

6. Customer's Obligations

6.1. The Customer shall without delay and in a timely manner:

6.1.1. provide 3t Digital with:

6.1.1.1. all necessary co-operation in relation to this Agreement;

6.1.1.2. all necessary access to such information as may be required by 3t Digital; and

6.1.1.3. Customer Data to be uploaded as part of the Onboarding Services in the format and media specified in the Order (or otherwise in writing by 3t Digital);

in order to render the Services, including but not limited to Customer Data, security access information and software interfaces to the Customer's other business applications and systems;

6.1.2. provide such personnel assistance, including the Customer Account Team and other Customer personnel, as may be reasonably requested by 3t Digital from time to time. Customer Account Team shall consist of the personnel listed in the Order. The Customer shall use reasonable endeavours to ensure continuity of its personnel assigned to this Agreement;

6.1.3. appoint the Customer's Project Manager, who shall have the authority to contractually bind the Customer on all matters relating to this Agreement. The Customer shall use reasonable endeavours to ensure continuity of the Customer's Project Manager;

6.1.4. without affecting its other obligations under this Agreement, comply with all applicable laws and regulations with respect to its activities under this Agreement; and

6.1.5. carry out all other Customer responsibilities set out in this Agreement or in any of the Order (and/or proposal or as otherwise specified in writing by 3t Digital) in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance, access or information as agreed by the parties or as reasonably requested by 3t Digital, 3t Digital may adjust any timetable or delivery

schedule set out in the Order (or otherwise in this Agreement) as reasonably necessary.

7. Charges and Payment

7.1.   The Customer shall pay the amounts set out in the Oder for the Services (including any additional charges for data conversion) on the terms set out in the Order.

7.2.   The Customer shall reimburse 3t Digital for all actual, reasonable travel expenses including, but not limited to, airfare, hotel and meals incurred by 3t Digital in performance of the Services.

7.3.   All amounts and fees stated or referred to in this Agreement are exclusive of value added tax, which shall be added to 3t Digital's invoice(s) at the appropriate rate.

7.4.   Each invoice is due and payable 30 days after the invoice date. If 3t Digital has not received payment within five days after the due date, and without prejudice to any other rights and remedies of 3t Digital:

    7.4.1.   3t Digital shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and

    7.4.2.   interest shall accrue on a daily basis on such due amounts at an annual rate equal to 4% over the then current base rate of the Bank of England from time to time (but at no less than 4% a year for any period when that base rate is below 0%), commencing on the due date and continuing until fully paid, whether before or after judgment.

8. Proprietary Rights

8.1.   The Customer acknowledges and agrees that, subject to clause 8.3, 3t Digital and/or its licensors own all intellectual property rights in the Software, the Deliverables and the Services. Except as expressly stated herein, this Agreement does not grant the Customer any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Software, the Deliverables, the Services or any related documentation.

8.2.   3t Digital confirms that it has all the rights in relation to the Software that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this Agreement.

8.3.   The Customer shall retain ownership of the Customer Data and subject always to the terms of the DPA, the Customer grants to 3t Digital a non-exclusive, revocable, royalty-free worldwide licence throughout the Term to use and carry out all other acts in relation to the Customer Data to the extent necessary to provide the Software and Services and to maintain End User Data.

8.4.   Subject to the Customer's compliance with the terms of this Agreement and the Authorised Users' compliance with 3t Digital's end user terms and conditions of use, 3t

Digital grants to the Customer a non-exclusive, revocable, royalty-free, worldwide licence throughout the Term to use the Software and the Deliverables to the extent necessary for the Authorised Users to use the Software in accordance with the Software Specification.

8.5. Use of the Software and Services by Authorised Users will be regulated by specific end user terms and conditions of use and Authorised Users may only make use of the Software and Services in accordance with end user terms and conditions of use a copy of which will be presented to the Authorised User at the point of initial access to the Services for acceptance via click-wrap.

9. Confidentiality and Compliance with Policies

9.1. Each party may be given access to Confidential Information from the other party in order to perform its obligations under this Agreement. A party's Confidential Information shall not include information that:

9.1.1. is or becomes publicly known other than through any act or omission of the receiving party; or

9.1.2. was in the other party's lawful possession before the disclosure; or

9.1.3. is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or

9.1.4. is independently developed by the receiving party, which independent development can be shown by written evidence; or

9.2. Subject to clause 10.4, each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this Agreement.

9.3. Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement.

9.4. A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 10.4, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.

9.5. The Customer acknowledges that the Software, the results of any performance tests of the Software and the Services constitute 3t Digital's Confidential Information.

9.6. 3t Digital acknowledges that the Customer Data is the Confidential Information of the Customer.

9.7.   No party shall make, or permit any person to make, any public announcement concerning this Agreement without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

9.8.   The above provisions of this clause 9 shall survive termination of this Agreement, however arising.

9.9.   In performing its obligations under this Agreement, the Customer shall comply with the Mandatory Policies.

10.   Indemnity

10.1.   The Customer shall defend, indemnify and hold harmless 3t Digital against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Customer's use of the Software or Services, provided that:

10.1.1. the Customer is given prompt notice of any such claim;

10.1.2. 3t Digital provides reasonable co-operation to the Customer in the defence and settlement of such claim, at the Customer's expense; and

10.1.3. the Customer is given sole authority to defend or settle the claim.

10.2.   3t Digital shall defend the Customer, its officers, directors and employees against any claim that the use of Software by the Customer in accordance with this Agreement infringes any United Kingdom patent effective as of the Effective Date, copyright, database right or right of confidentiality, and shall indemnify the Customer for any amounts awarded against the Customer in final or un-appealed judgment or settlement of such claims, provided that:

10.2.1. 3t Digital is given prompt notice of any such claim;

10.2.2. the Customer provides reasonable co-operation to 3t Digital in the defence and settlement of such claim, at 3t Digital's expense; and

10.2.3. 3t Digital is given sole authority to defend or settle the claim.

10.3.   In the defence or settlement of the claim, 3t Digital may obtain for the Customer the right to continue using the Software, replace or modify the Software so that it becomes non-infringing or, if such remedies are not reasonably available, terminate this Agreement without liability to the Customer. 3t Digital shall have no liability if the alleged infringement is based on:

10.3.1. a modification of the Software by anyone other than 3t Digital; or

10.3.2. the Customer's use of the Software in a manner contrary to the instructions given to the Customer by 3t Digital; or

10.3.3. the Customer's use of the Software after notice of the alleged or actual infringement from 3t Digital or any appropriate authority.

10.4. The foregoing and clause 11.5.2 states the Customer's sole and exclusive rights and remedies, and 3t Digital's entire obligations and liability, for patent, copyright, database or right of confidentiality infringement.

11. Limitation of Liability

11.1. This clause 11 sets out the entire financial liability of 3t Digital (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer:

11.1.1. arising under or in connection with this Agreement;

11.1.2. in respect of any use made by the Customer of the Services, the Software, the Deliverables or any part of them; and

11.1.3. in respect of any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.

11.2. Except as expressly and specifically provided in this Agreement:

11.2.1. the Customer assumes sole responsibility for results obtained from the use of the Software and the Services by the Customer, and for conclusions drawn from such use. 3t Digital shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to 3t Digital by the Customer in connection with the Services, or any actions taken by 3t Digital at the Customer's direction; and

11.2.2. all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Agreement.

11.3. Nothing in this Agreement excludes the liability of 3t Digital:

11.3.1. for death or personal injury caused by 3t Digital's negligence; or

11.3.2. for fraud or fraudulent misrepresentation.

11.4. The Service Level Arrangements state the Customer's full and exclusive right and remedy, and 3t Digital's only obligation and liability in respect of, the performance and/or availability of the Service, or their non-performance and non-availability.

11.5. Subject to clause 11.3 and clause 11.4:

11.5.1. 3t Digital shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation (whether innocent or negligent), restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss costs, damages, charges or expenses however arising under this Agreement; and

11.5.2. 3t Digital's total aggregate liability in contract (including in respect of the indemnity at clause 10.2), tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited to the aggregate of all monthly fees paid for the Services during the 12 months preceding the date on which the claim arose.

12. Term and Termination

12.1. This Agreement shall commence on the Effective Date and shall continue for the Term unless otherwise terminated as provided in this clause 12, or otherwise in accordance with this Agreement. Any renewal of this Agreement shall require the written agreement of both parties.

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

12.2.1. the other party fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment;

12.2.2. the other party commits a material breach of any other term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of thirty (30) days after being notified in writing to do so;

12.2.3. the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the Insolvency Act 1986;

12.2.4. the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

12.2.5. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other

party with one or more other companies or the solvent reconstruction of that other party;

12.2.6. an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or an administrator is appointed, over the other party (being a company);

12.2.7. the holder of a qualifying floating charge over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;

12.2.8. a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;

12.2.9. a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;

12.2.10. any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 12.2.3 to clause 12.2.9 (inclusive);

12.2.11. the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

12.3. On termination or expiry of this Agreement for any reason:

12.3.1. all licences granted under this Agreement shall immediately terminate;

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

12.3.3. 3t Digital may destroy or otherwise dispose of any of the Customer Data in its possession unless 3t Digital receives, no later than ten days after the effective date of the termination of this Agreement, a written request, in accordance with the terms of the DPA for the delivery to the Customer of the then most recent back-up of the Customer Data. 3t Digital shall use reasonable commercial endeavours to deliver the back-up to the Customer within 30 days of its receipt of such a written request, provided that the Customer has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). The Customer shall pay all reasonable expenses incurred by 3t Digital in returning or disposing of Customer Data; and

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

13. Export

13.1. Neither party shall export, directly or indirectly, any technical data acquired from the other party under this Agreement (or any products, including software, incorporating any such data) in breach of any applicable laws or regulations (Export Control Laws), including United States export laws and regulations, to any country for which the government or any agency thereof at the time of export requires an export licence or other governmental approval without first obtaining such licence or approval.

13.2. Each party undertakes:

13.2.1. contractually to oblige any third party to whom it discloses or transfers any such data or products to make an undertaking to it in similar terms to the one set out in clause 14.1; and

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

14. General

14.1. Force Majeure: Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of 3t Digital or any other party), failure of a utility service or transport or telecommunications network or the internet, act of God, outbreak of disease, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of 3t Digital or sub-contractors. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations, provided that if the period of delay or non-performance continues for six months, the party not affected may terminate this Agreement by giving 30 days' written notice to the other party.

14.2. Waiver: A waiver of any right under this Agreement is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and to the circumstances for which it is given. Unless specifically provided otherwise, rights arising under this Agreement are cumulative and do not exclude rights provided by law.

14.3. Rights and Remedies: Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

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

Agreement is deemed deleted, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

14.5.   Entire Agreement: This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement. Nothing in this clause shall limit or exclude any liability for fraud.

14.6.   Assignment: The Customer shall not, without the prior written consent of 3t Digital, assign, transfer, charge, sub-contract, delegate, declare a trust over or deal in any other manner with all or any of its rights or obligations under this Agreement. 3t Digital may at any time assign, transfer, charge, sub-contract, delegate, declare a trust over or deal in any other manner with all or any of its rights or obligations under this Agreement.

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, nor authorise any party to make or enter into any commitments for or on behalf of any other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

14.8.   Variation: No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

14.9.   Third Party Rights: This Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement other than it is agreed by the parties that this Agreement may be enforced by any company within 3t Digital's group of companies, including 3t Digital's holding company and any subsidiaries and any holding company or subsidiary of each of those companies, as if that company was 3t Digital and the rights granted to 3t Digital and the obligations of the Customer to 3t Digital were rights granted and obligations owed to it.

14.10. Notices: Any notice required to be given under this Agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its address set out in this Agreement, or such other address as may have been notified by that party for such purposes. A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9 am on the first business day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post. A notice sent by email shall be deemed to have been received at the time of transmission (as shown by the timed printout obtained by the sender).

14.11. Governing Law and jurisdiction: This Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by, and construed in accordance with, the law of England. The parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).Interpretation

15. Interpretation

The following definitions and rules of interpretation in this clause apply in this Agreement.

15.1. Definitions:

3t Digital. 3t Digital being 3t Digital Limited incorporated and registered in England and Wales with company number 09314258 whose registered office is at Cobalt 13a 9 Silver Fox Way, Cobalt Business Park, Newcastle Upon Tyne, England, NE27 0QS.

3t Digital Account Team. the individuals appointed by 3t Digital from time to time who shall serve as the Customer's primary contacts for the Customer's activities under this Agreement. The initial members of 3t Digital's Account Team are listed in the Order.

3t Digital's Project Manager. the member of the 3t Digital Account Team appointed in accordance with clause 2.2. 3t Digital's Project Manager at the Effective Date is named in the Order.

Agreement. together, the Order, these Terms and Conditions and the other documents incorporated by reference in these Terms and Conditions.

Archived User. those employees and independent contractors of the Customer who have been Authorised Users but are no longer so, but whose records are stored as part of the Hosting Services.

Authorised Users. those employees and independent contractors of the Customer who are entitled to use the Software (as end users) through the Hosting Services under this Agreement, as further described in clause 3.2.2.

Business Day. any day which is not a Saturday, Sunday or public holiday in the UK.

Confidential Information. information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 9.5 or clause 9.6.

Customer. the company identified in the Order who is the customer of the Services.

Customer Account Team. the individuals appointed by the Customer from time to time who shall serve as 3t Digital's primary contacts for 3t Digital's activities under this Agreement. The initial members of the Customer Account Team are listed in the Order.

Customer Data. the data inputted into the information fields of the Software by the Customer, by Authorised Users, or by 3t Digital on the Customer's behalf as part of the Onboarding Services, including all End User Data.

Customer's Project Manager. the member of the Customer Account Team appointed in accordance with clause 6.1.3. The Customer's Project Manager at the Effective Date is named in the Order.

Deliverable. a defined level of functionality, defined content or other preset milestone within a particular phase of the Onboarding Services, to be specifically agreed in writing by the Parties and more particularly described in the Order and/or Project Plan.

Effective Date the date of this Agreement (being the date on which the Order is agreed between the Parties).

End User Data. any data whatsoever inputted by the individual Authorised User, the Customer, 3t Digital or any authorised third party which relates in any way to an end user and / or their profile stored on the Software including data relating to the End User's education, work experience, training records, qualifications, certificates and other competency related records.

Fees. the fees payable to 3t Digital in respect of all the Services, as described in the Order.

Hosting Services. the services that 3t Digital provides, via Amazon Web Services, to allow Authorised Users to access and use the Software, including hosting set-up and ongoing services, as described at https://www.3tglobal.com/terms-and-conditions/3t-digital/.

Maintenance and Support. any error corrections, updates and upgrades that 3t Digital may provide or perform with respect to the Software and Hosting Services, as well as any other support or training services provided to the Customer under this Agreement, all as described (including exclusions from and limitations thereto) at https://www.3tglobal.com/terms-and-conditions/3t-digital/.

Mandatory Policies. the 3t Digital's business policies listed as notified to the Customer and as amended by notification to the Customer from time to time.

Normal Business Hours. 9.00 am to 5.00 pm local UK time, each Business Day.

Onboarding Services. the configuration, onboarding and data migration and/or bespoke development work referred to in clause 2.1 and the Order (or as otherwise agreed in writing and to be performed by 3t Digital.

Order. the detailed order form, or final form detailed proposal, or purchase order reflecting either the detailed order form or final form detailed proposal accepted in writing by 3t Digital and which sets out the detailed terms for the Customer's enjoyment of the Services.

Platform. the platform of cloud-based workforce development software and learning technologies providing all the tools needed to manage, deliver and monitor workforce training, compliance and competency that advances safety, performance and efficiency developed and provided by 3t Digital on the terms of this Agreement.

Project Plan. (if applicable) the plan to be developed by 3t Digital in the planning stage of the Onboarding Services.

Service Level Arrangements. the service level arrangements set out at https://www.3tglobal.com/terms-and-conditions/3t-digital/.

Services. the Onboarding Services, Hosting Services and/or Maintenance and Support as applicable, given the context in which the term Services is used.

Software. 3t Digital's proprietary software Platform in machine-readable object code form only including any error corrections, updates, upgrades, modifications and enhancements to it provided to the Customer under this Agreement and in accordance with the modules specified in the Order

Software Specification. the functionality and performance specifications for the Software, as provided to the Customer by 3t Digital on acceptance by 3t Digital of the Order.

Subscription Commencement Date. the date on which the Hosting Services and Maintenance and Support Services commence, being the date specified in the Order or if no date is specified whichever is the sooner of the date on which the Onboarding Services are complete or the Hosting Services or Maintenance and Support Services commence.

Subscription Term. the period specified in the Order starting on the Subscription Commencement Date.

Term. the term of this Agreement as set out in the Order.

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

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

15.2.   Clause, Schedule, and paragraph headings shall not affect the interpretation of this Agreement. Any documents specifically referred to and/or linked to these Terms and Conditions form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes each such document. References to clauses are to the clauses of this Agreement and references to paragraphs are to paragraphs of the relevant linked document or policy being referenced. If there is an inconsistency between any of the provisions in the main body of this Agreement and the documents referred to and incorporated in the Terms and Conditions by reference, the provisions in the main body of this Agreement shall prevail except in respect of the Order which shall take precedence once acknowledged in writing by 3t Digital.

15.3.   A person includes a natural person, corporate or unincorporated body (whether having separate legal personality). A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

15.4.   Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, include the singular. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders. Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

15.5.   A reference to writing or written includes email but not fax.

15.6.   A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this Agreement. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.