

These CHL Terms of Services between **CHL Software Limited** incorporated and registered in England and Wales with company number 3255184 whose registered office is at Lower Ground Floor, 14 Royal Crescent, Cheltenham, Gloucestershire, GL50 3DA (“**CHL**”) and the Customer who orders the CHL Services (“**Customer**”).

Cloud Terms of Service:

CHL has agreed to provide certain software applications and platforms which it makes available to subscribers via the internet on a pay-per-use basis and the Customer has agreed to take and pay for CHL's service in its business operations.

This agreement is effective as of the date CHL receive cleared funds.

The Customer's use of the services is governed by and subject to the terms and conditions of these Cloud Terms of Service, our AUP and the terms of the Customer's Order. When we use the term “agreement” we refer collectively to these documents. If an individual submits an Order on behalf of a legal entity that individual is necessarily representing that they have the authority to bind that legal entity. This agreement is the exclusive agreement between the Customer and CHL regarding the subject matter and supersedes all other written or oral representations, understandings and agreements made prior to the date of this agreement.

AGREED TERMS

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in this agreement.

Acceptable User Policy or AUP: the CHL Acceptable Use Policy as set out in Schedule 1 hereto.

Authorised Users: those employees, agents and independent contractors of the Customer who are authorised by the Customer to use the Services on either a pay per seat or concurrent licence as indicated in the Order, as further described in clause 0

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

Change of Control: the direct or indirect acquisition of either the majority of the voting stock, or of all, or substantially all, of the assets, of a party by another entity in a single transaction or a series of transactions.

Confidential Information: information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information.

Customer Data: the data inputted by the Customer, Authorised Users, or CHL on the Customer's behalf for the purpose of using the Services or facilitating the Customer's use of the Services.

Order: the document made available to the Customer by CHL which sets out:

- type of CHL licence and a description of the Services;
- User Levels and the user instructions for the Services;
- Subscription Fees;
- Additional User Subscription Fees;
- Excess Storage Fees; and
- Initial Subscription Term.

Effective Date: the date of this agreement.

Initial Subscription Term: the initial term of this agreement as set out in the Order.

Normal Business Hours: 8.00 am to 6.00 pm local UK time, each Business Day.

Renewal Period: the period described in clause 14.1.

Services: the subscription services provided by CHL to the Customer under this agreement via www.chlsoftware.com or any other website notified to the Customer by CHL from time to time, as more particularly described in the Order.

Software: the DocMoto document management system provided by CHL as part of the Services.

Subscription Fees: the subscription fees payable by the Customer to CHL for the User Subscriptions.

Subscription Term: has the meaning given in clause 14.1.

Support Services Policy: CHL's policy for providing support in relation to the Services as made available at www.chlsoftware.com or such other website address as may be notified to the Customer from time to time.

User Levels: the user level as indicated in the Order.

User Subscriptions: the user subscriptions purchased by the Customer pursuant to clause 9.1 which entitle Authorised Users to access and use the Services at the User Levels and in accordance with this agreement.

Virus: any thing 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.

2. USER SUBSCRIPTIONS

2.1 Subject to the Customer purchasing the User Subscriptions in accordance with clause 3.2 and clause 9.1, the restrictions set out in this clause 2 and the other terms and conditions of this agreement, CHL hereby grants to the Customer a non-exclusive, non-transferable right to permit the Authorised Users to use the Services and the Order during the Subscription Term solely for the Customer's internal business operations.

2.2 In relation to the Authorised Users, the Customer undertakes that:

- (a) the maximum number of Authorised Users that it authorises to access and use the Services and the Order shall not exceed the number of User Subscriptions it has purchased from time to time;
- (b) it will not allow or suffer any User Subscription to be used by more than one individual Authorised User unless the licence stated in the Order is a multi-user licence;
- (c) each Authorised User shall keep a secure password for his use of the Services and Order and each Authorised User shall keep his password confidential;

2.3 The Customer shall at all times comply with the provisions of the AUP and take reasonable security precautions. CHL reserves the right, without liability to the Customer, to:

- (a) disable the Customer's access to any material that breaches the provisions of the agreement;
- (b) suspend the Customer's access where they have committed any material breach of the terms including non-payment and
- (c) charge the Customer our standard hourly rate for work on any breach of the AUP together with the cost of equipment and material needed to:
 - (i) investigate or otherwise respond to any suspected violation of this AUP;
 - (ii) remedy any harm caused to us or any of our customers by the use of the Customer's service in violation of this AUP;
 - (iii) respond to complaints; and
 - (iv) have Internet Protocol numbers removed from any "blacklist".

2.4 The Customer shall not:

- (a) except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties:
 - (i) and except to the extent expressly permitted under this agreement, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Order (as applicable) in any form or media or by any means; or
 - (ii) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or
- (b) access all or any part of the Services and Order in order to build a product or service which competes with the Services and/or the Order; or
- (c) use the Services and/or Order to provide services to third parties; or
- (d) subject to clause 19.1, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Order available to any third party except the Authorised Users, or
- (e) attempt to obtain, or assist third parties in obtaining, access to the Services and/or Order, other than as provided under this clause 2.

2.5 The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the Order and, in the event of any such unauthorised access or use, promptly notify CHL.

2.6 The rights provided under this clause 2 are granted to the Customer only, and shall not be considered granted to any subsidiary or holding company of the Customer.

3. ADDITIONAL USER SUBSCRIPTIONS

3.1 Subject to clause 3.2 and clause 3.2, the Customer may, from time to time during any Subscription Term, purchase additional User Subscriptions in excess of the number set out in the Order and shall grant access to the Services and the Order to such additional Authorised Users in accordance with the provisions of this agreement.

3.2 If the Customer wishes to purchase additional User Subscriptions, the Customer shall notify CHL in writing. CHL shall evaluate such request for additional User Subscriptions and respond to the Customer with approval or disapproval of the request such approval not to be unreasonably withheld.

4. SERVICES

4.1 CHL shall, during the Subscription Term, provide the Services and make available the Order to the Customer on and subject to the terms of this agreement.

4.2 CHL shall use commercially reasonable endeavours to make the Services available 24 hours a day, seven days a week, except for:

- (a) planned maintenance carried out during the maintenance window of 10.00 pm to 2.00 am UK time; and
- (b) unscheduled maintenance performed outside Normal Business Hours, provided that CHL has used reasonable endeavours to give the Customer at least 6 Normal Business Hours' notice in advance.

4.3 CHL will, as part of the Services and at no additional cost to the Customer, provide the Customer with CHL's standard customer support services during Normal Business Hours in accordance with CHL's Support Services Policy in effect at the time that the Services are provided. CHL may amend the Support Services Policy in its sole and absolute discretion from time to time. The Customer may purchase enhanced support services separately at CHL's then current rates.

5. CUSTOMER DATA

5.1 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 the Customer Data.

5.2 The Customer will not have any access to any Customer Data during a suspension or following termination of this agreement.

- 5.3 CHL shall follow its archiving procedures for Customer Data available at www.chlsoftware.com or such other website address as may be notified to the Customer from time to time, as such procedure may be amended by CHL in its sole discretion from time to time. In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy shall be for CHL to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by CHL. CHL shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party.
- 5.4 CHL shall, in providing the Services, comply with its Privacy and Security Policy relating to the privacy and security of the Customer Data available at www.chlsoftware.com or such other website address as may be notified to the Customer from time to time, as such document may be amended from time to time by CHL in its sole discretion.
- 5.5 If CHL processes any personal data on the Customer's behalf when performing its obligations under this agreement, the parties record their intention that the Customer shall be the data controller and CHL shall be a data processor and in any such case:
- (a) the Customer acknowledges and agrees that the personal data may be transferred or stored outside the EEA or the country where the Customer and the Authorised Users are located in order to carry out the Services and CHL's other obligations under this agreement;
 - (b) the Customer shall ensure that the Customer is entitled to transfer the relevant personal data to CHL so that CHL may lawfully use, process and transfer the personal data in accordance with this agreement on the Customer's behalf;
 - (c) the Customer shall ensure that the relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data protection legislation;
 - (d) CHL shall process the personal data only in accordance with the terms of this agreement and any lawful instructions reasonably given by the Customer from time to time; and
 - (e) each party shall take appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data or its accidental loss, destruction or damage.

6. THIRD PARTY PROVIDERS

- 6.1 The Customer acknowledges that the Services may be enabled, provided or assisted by third parties (via their websites or otherwise) and in this regard the Customer is entering into this agreement solely at its own risk. Save for the express provisions in this agreement, CHL makes no representation or

commitment and shall have no liability or obligation whatsoever in relation to the Services of a third-party or the content or use of, or correspondence with, any third-party website. CHL recommends that the Customer refers to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. CHL does not endorse or approve any third-party website nor the content of any third-party website made available via the Services.

- 6.2 Where server migration is required because of cloud server host degradation and such migration is to be provided by a third party, we will notify the Customer as soon as reasonably practicable and in any event at least 12 hours in advance of beginning the migration, unless we determine in our reasonable judgment, that we must begin the migration sooner to protect the Customer Data.

7. SUPPLIER'S OBLIGATIONS

- 7.1 CHL undertakes that the Services will be performed substantially in accordance with the Order and with reasonable skill and care.
- 7.2 The undertaking at clause 7.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to CHL's instructions, or modification or alteration of the Services by any party other than CHL or CHL's duly authorised contractors or agents. If the Services do not conform with the foregoing undertaking, Supplier 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 7.1. Notwithstanding the foregoing, CHL:
- (a) does not warrant that the Customer's use of the Services will be uninterrupted or error-free; nor that the Services, Order and/or the information obtained by the Customer through the Services will meet the Customer's requirements; and
 - (b) is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Services and Order may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 7.3 This agreement shall not prevent CHL from entering into similar agreements with third parties, or from independently developing, using, selling or licensing products and/or services which are similar to those provided under this agreement.

7.4 CHL warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this agreement.

8. CUSTOMER'S OBLIGATIONS

The Customer shall:

- (a) provide CHL with:
 - (i) all necessary co-operation in relation to this agreement; and
 - (ii) all necessary access to such information as may be required by CHL; in order to render the Services, including but not limited to Customer Data, security access information and configuration services;
- (b) comply with all applicable laws and regulations and the AUP with respect to its activities under this agreement;
- (c) carry out all other Customer responsibilities set out in this agreement in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, CHL may adjust any agreed timetable or delivery schedule as reasonably necessary;
- (d) ensure that the Authorised Users use the Services and the Order in accordance with the terms and conditions of this agreement and shall be responsible for any Authorised User's breach of this agreement;
- (e) maintain at least one current copy of the Customer Data;
- (f) obtain and shall maintain all necessary licences, consents, and permissions necessary for CHL, its contractors and agents to perform their obligations under this agreement, including without limitation the Services;
- (g) ensure that its network and systems comply with the relevant specifications provided by CHL from time to time; and
- (h) be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to CHL's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

9. CHARGES AND PAYMENT

9.1 The Customer shall pay the Subscription Fees to CHL for the User Subscriptions in accordance with this clause 9 and the Order.

9.2 The Customer shall on the Effective Date provide to CHL valid, up-to-date and complete credit card details or approved purchase order information acceptable to

CHL and any other relevant valid, up-to-date and complete contact and billing details and, if the Customer provides:

- (a) its credit card details to CHL, the Customer hereby authorises CHL to bill such credit card:
 - (i) on the Effective Date for the Subscription Fees payable in respect of the Initial Subscription Term; and
 - (ii) subject to clause 14.1, on each anniversary of the Effective Date for the Subscription Fees payable in respect of the next Renewal Period;
- (b) its approved purchase order information to CHL, CHL shall invoice the Customer:
 - (i) on the Effective Date for the Subscription Fees payable in respect of the Initial Subscription Term; and
 - (ii) subject to clause 14.1, at least 14 days prior to each anniversary of the Effective Date for the Subscription Fees payable in respect of the next Renewal Period,

and the Customer shall pay each invoice within 7 days after the date of such invoice.

9.3 If CHL has not received payment within 7 days after the due date, and without prejudice to any other rights and remedies of CHL:

- (a) CHL may, without liability to the Customer, disable the Customer's account and access to all or part of the Services and CHL shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and
- (b) interest shall accrue on such due amounts at an annual rate equal to 3% over the then current base lending rate of CHL's bankers in the UK at the date the relevant invoice was issued, commencing on the due date and continuing until fully paid, whether before or after judgment.

9.4 All amounts and fees stated or referred to in this agreement:

- (a) shall be payable in the currency quoted;
- (b) are, subject to clause 13.4(b), non-cancellable and non-refundable;
- (c) are exclusive of value added tax (if applicable), which shall be added to CHL's invoice(s) at the appropriate rate.

9.5 If, at any time whilst using the Services, the Customer exceeds the amount of disk storage space specified in the Order, CHL shall charge the Customer, and the Customer shall pay, CHL's then current excess data storage fees. CHL's excess data storage fees current as at the Effective Date are set out in the Order.

9.6 CHL shall be entitled to increase the Subscription Fees, the fees payable in respect of the additional User Subscriptions purchased pursuant to clause 3.2 and/or the excess storage fees payable pursuant to clause 9.5 upon 30 days' prior notice to the Customer and the Order shall be deemed to have been amended accordingly.

10. PROPRIETARY RIGHTS

10.1 The Customer acknowledges and agrees that CHL and/or its licensors own all intellectual property rights in the Services and the Order. 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, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Services or the Order.

10.2 CHL confirms that it has all the rights in relation to the Services and the Order that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this agreement.

11. CONFIDENTIALITY

11.1 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 be deemed to include information that:

- (a) is or becomes publicly known other than through any act or omission of the receiving party;
- (b) was in the other party's lawful possession before the disclosure;
- (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure;
- (d) is independently developed by the receiving party, which independent development can be shown by written evidence; or
- (e) is required to be disclosed by law, under any subpoena or other compulsory legal process instigated by any court of competent jurisdiction or by any regulatory or administrative body anywhere in the world.

11.2 Each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this agreement.

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

- 11.4 Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.
- 11.5 The Customer acknowledges that details of the Services, and the results of any performance tests of the Services, constitute CHL's Confidential Information.
- 11.6 CHL acknowledges that the Customer Data is the Confidential Information of the Customer.
- 11.7 This clause 11 shall survive termination of this agreement, however arising.

12. INDEMNITY

- 12.1 The Customer shall defend, indemnify and hold harmless CHL, its officers and employees, 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 Services and/or Order, provided that:
- (a) the Customer is given prompt notice of any such claim;
 - (b) CHL provides reasonable co-operation to the Customer in the defence and settlement of such claim, at the Customer's expense; and
 - (c) the Customer is given sole authority to defend or settle the claim.
- 12.2 CHL shall, subject to clause 12.5, defend the Customer, its officers, directors and employees against any claim that the Software infringes any United Kingdom patent effective as of the Effective Date, copyright, trade mark, database right or right of confidentiality, and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims, provided that:
- (a) CHL is given prompt notice of any such claim;
 - (b) the Customer provides reasonable co-operation to CHL in the defence and settlement of such claim, at CHL's expense; and
 - (c) CHL is given sole authority to defend or settle the claim.
- 12.3 In the defence or settlement of any claim, CHL may procure the right for the Customer to continue using the Software, replace or modify the Software so that they become non-infringing or, if such remedies are not reasonably available, terminate this agreement on 2 Business Days' notice to the Customer without any additional liability or obligation to pay liquidated damages or other additional costs to the Customer.
- 12.4 In no event shall CHL, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on:
- (a) a modification of the Services or Order by anyone other than CHL; or

- (b) the Customer's use of the Services or Order in a manner contrary to the instructions given to the Customer by CHL; or
- (c) the Customer's use of the Services or Order after notice of the alleged or actual infringement from CHL or any appropriate authority.

12.5 The foregoing states the Customer's sole and exclusive rights and remedies, and CHL's (including CHL's employees, agents and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.

13. LIMITATION OF LIABILITY

13.1 This clause 13 sets out the entire financial liability of CHL (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:

- (a) any breach of this agreement;
- (b) any use made by the Customer of the Services and Order or any part of them;
- (c) the indemnities given by CHL at clause 12; and
- (d) any representation, statement or tortious act or omission (including negligence) arising under or in connection with this agreement.

13.2 Except as expressly and specifically provided in this agreement:

- (a) the Customer assumes sole responsibility for results obtained from the use of the Services and the Order by the Customer, and for conclusions drawn from such use. CHL shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to CHL by the Customer in connection with the Services, or any actions taken by CHL at the Customer's direction;
- (b) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this agreement; and
- (c) the Services and the Order (and any additional voluntary services) are provided to the Customer on an "as is" basis.

13.3 Nothing in this agreement excludes the liability of CHL:

- (a) for death or personal injury caused by CHL's negligence; or
- (b) for fraud or fraudulent misrepresentation.

13.4 Subject to clause 13.2 and clause 13.3:

- (a) CHL shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this agreement; and
- (b) CHL's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement shall be limited to the total Subscription Fees paid for the User Subscriptions during the 3 months immediately preceding the date on which the claim arose.

14. TERM AND TERMINATION

14.1 This agreement shall, unless otherwise terminated as provided in this clause 14, commence on the Effective Date and shall continue for the Initial Subscription Term and, thereafter, this agreement shall be automatically renewed for successive periods of 12 months (each a **Renewal Period**), unless:

- (a) either party notifies the other party of termination, in writing, at least 60 days before the end of the Initial Subscription Term or any Renewal Period, in which case this agreement shall terminate upon the expiry of the applicable Initial Subscription Term or Renewal Period; or
- (b) otherwise terminated in accordance with the provisions of this agreement;

and the Initial Subscription Term together with any subsequent Renewal Periods shall constitute the **Subscription Term**.

14.2 Without prejudice to any other rights or remedies to which the parties may be entitled, either party may terminate this agreement without liability to the other if:

- (a) the other party commits a material breach of any of the terms of this agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or
- (b) an order is made or a resolution is passed for the winding up of the other party, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order in relation to the other party; or
- (c) an order is made for the appointment of an administrator to manage the affairs, business and property of the other party, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the other party, or notice of intention to appoint an administrator is given by the other party or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986); or

- (d) a receiver is appointed of any of the other party's assets or undertaking, or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the other party, or if any other person takes possession of or sells the other party's assets; or
- (e) the other party makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way; or
- (f) the other party ceases, or threatens to cease, to trade; or
- (g) there is a change of control of the other party within the meaning of section 450 of the Corporation Taxes Act 2010; or
- (h) the other party takes or suffers any similar or analogous action in any jurisdiction in consequence of debt.

14.3 On termination of this agreement for any reason:

- (a) all licences granted under this agreement shall immediately terminate;
- (b) each party shall return and make no further use of any equipment, property, Order and other items (and all copies of them) belonging to the other party;
- (c) CHL may destroy or otherwise dispose of any of the Customer Data in its possession unless CHL receives, no later than five days after the effective date of the termination of this agreement, a written request for the delivery to the Customer of the then most recent back-up of the Customer Data. CHL 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 CHL in returning or disposing of Customer Data; and
- (d) the accrued rights of the parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination, shall not be affected or prejudiced.

15. FORCE MAJEURE

CHL shall have no liability to the Customer under this agreement if it is prevented from or delayed in performing its obligations under this agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of CHL or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of

suppliers or sub-contractors, provided that the Customer is notified of such an event and its expected duration.

16. WAIVER

16.1 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.

16.2 Unless specifically provided otherwise, rights arising under this agreement are cumulative and do not exclude rights provided by law.

17. SEVERANCE

17.1 If any provision (or part of a provision) of this agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

17.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

18. ENTIRE AGREEMENT

18.1 This agreement, and any documents referred to in it, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.

18.2 Each of the parties acknowledges and agrees that in entering into this agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this agreement or not) relating to the subject matter of this agreement, other than as expressly set out in this agreement.

19. ASSIGNMENT

19.1 The Customer shall not, without the prior written consent of CHL, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.

19.2 CHL may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.

20. NO PARTNERSHIP OR AGENCY

Nothing in this agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

21. THIRD PARTY RIGHTS

This agreement does not confer any rights on any person or party (other than the parties to this agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

22. NOTICES

22.1 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, or sent by fax to the other party's fax number as set out in this agreement.

22.2 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 fax shall be deemed to have been received at the time of transmission (as shown by the timed printout obtained by the sender).

23. GOVERNING LAW AND JURISDICTION

23.1 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.

23.2 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).

Schedule 1

ACCEPTABLE USER POLICY

This AUP is incorporated by reference in the Customer's agreement with CHL.

Your services may be suspended or terminated for violation of this AUP in accordance with the Customer's agreement with CHL with CHL.

Capitalized terms used in this AUP shall have the meaning given in the Customer's agreement with CHL.

Any reference to a "network" shall mean the network used for transmission of the Services.

Inquiries regarding this policy should be directed to CHL

Security

- You must take reasonable security precautions.
- Passwords should consist of at least 8 mixed alpha and numeric characters with case variations. You should not permit a common word to be used as a password. You must protect the confidentiality of the Customer's password, and the Customer should change the password(s) regularly.

Abuse

You may not use the network or services to engage in, foster, or promote illegal, abusive, or irresponsible behavior, including:

- Unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without express authorization of the owner of the system or network;
- Monitoring data or traffic on any network or system without the express authorization of the owner of the system or network;
- Use of an Internet account or computer without the owner's authorization;
- Collecting information by deceit, including, but not limited to Internet scamming (tricking other people into releasing their passwords), password robbery, phishing, security hole scanning, and port scanning;
- Collecting or using information without the consent of the owner of the information;
- misrepresenting the Customer's self as other computer networks and users; or
- any activity or conduct that unreasonably interferes with our other customers' use of our services.

Vulnerability Testing

You may not attempt to probe, scan, penetrate or test the vulnerability of a CHL system or network, or to breach CHL's security or authentication measures, whether by passive or intrusive techniques, without CHL's express written consent.

Offensive Content

You may not publish, display or transmit via the network and equipment any content that we reasonably believe:

- constitutes or encourages child pornography or is otherwise obscene, sexually explicit or morally repugnant;
 - is excessively violent, incites violence, threatens violence, or contains harassing content or hate speech;
 - is unfair or deceptive under the consumer protection laws of any jurisdiction, including chain letters and pyramid schemes;
 - is defamatory or violates a person's privacy;
 - creates a risk to a person's safety or health, creates a risk to public safety or health, compromises national security, or interferes with an investigation by law enforcement bodies;
 - improperly exposes trade secrets or other confidential or proprietary information of another person;
 - is intended to assist others in defeating technical copyright protections;
 - infringes another person's trade or service mark, patent, or other property right;
 - is discriminatory in any way, including by way of sex, race, or age discrimination;
 - facilitates any activity or conduct that is or may be defamatory, pornographic, obscene, indecent, abusive, offensive or menacing;
 - involves theft, fraud, drug-trafficking, money laundering or terrorism;
 - is otherwise illegal or solicits conduct that is illegal under laws applicable to the Customer or to us; and
 - is otherwise malicious, fraudulent, or may result in retaliation against us by offended viewers.
- Content "published or transmitted" via our network or equipment includes Web content, e-mail, bulletin board postings, chat, and any other type of posting, display or transmission that relies on the Internet.

Export Control

The Services may not be used by persons, organisations, companies or any such other legal entity or unincorporated body, including any affiliate or group company, which violates export control laws and/or is:

- located in Iran, Cuba, Sudan, Syria, North Korea, and Libya; and/or
 - involved with or suspected of involvement in activities or causes relating to:
 - illegal gambling;
 - terrorism;
 - narcotics trafficking;
 - arms trafficking or the proliferation of weapons of mass destruction;
- including any affiliation with others whatsoever who sponsor or support the above such activities or causes.

Cooperation with Investigations and Legal Proceedings

We may monitor any content or traffic belonging to the Customer or to users for the purposes of ensuring that the Services are used lawfully. We may intercept or block any content or traffic belonging to the Customer or to users where Services are being used unlawfully or not in accordance with this AUP and the Customer does not stop or provide us with an acceptable reason within 7 days of receipt of a formal written notice from us.

We may, without notice to the Customer:

- report to the appropriate authorities any conduct by the Customer that we believe violates applicable law, and
- provide any information we have about the Customer, or the Customer's users or the Customer's traffic and cooperate in response to a formal or informal request from a law enforcement or regulatory agency investigating any such activity, or in response to a formal request in a civil action that on its face meets the requirements for such a request.
- If we are legally required to permit any relevant authority to inspect the Customer's content or traffic, the Customer agrees we can provided however that where possible without breaching any legal or regulatory requirement we give the Customer reasonable prior notice of such requirement

and an opportunity to oppose and/or attempt to limit such inspection in each case to the extent reasonably practicable.

Copyrighted Material

You may not use CHL's network or services to download, publish, distribute, or otherwise copy or use in any manner any text, music, software, art, image, or other work protected by copyright law unless:

- the Customer has been expressly authorized by the owner of the copyright for the work to copy the work in that manner; or
- the Customer is otherwise permitted by established copyright law to copy the work in that manner.

It is CHL's policy to terminate in appropriate circumstances the services of customers who are repeat infringers.

Shared Systems

You may not use any shared system provided by CHL in a way that unnecessarily interferes with the normal operation of the shared system, or that consumes a disproportionate share of the resources of the system. For example, we may require the Customer to repair coding abnormalities in the Customer's Cloud-hosted code if it unnecessarily conflicts with other Cloud customers' use of the Cloud. You agree that we may quarantine or delete any data stored on a shared system if the data is infected with a virus, or is otherwise corrupted, and has the potential to infect or corrupt the system or other customers' data that is stored on the same system.

Other

- You must have valid and current information on file with the Customer's domain name registrar for any domain hosted on the CHL network.
- You may only use IP addresses assigned to the Customer by CHL in connection with the Customer's CHL services.
- You agree that if the CHL IP numbers assigned to the Customer's account are listed on an abuse database like Spamhaus, the Customer will be in violation of this AUP, and CHL may take reasonable action to protect its IP numbers, including suspension and/or termination of the Customer's service, regardless of whether the IP numbers were listed as a result of the Customer's actions.
- You agree that if the Customer register a DNS record or zone on CHL managed or operated DNS servers or services for a domain of which the Customer are not the registrant or administrative contact according to the registrars WHOIS system, that, upon request from the registrant or administrative contact according to the registrars WHOIS system, CHL may modify, transfer, or delete such records or zones.

IMPORTANT NOTICE: CHL is under no duty, and by this AUP are not deemed to undertake a duty, to monitor or police our customers' activities and we disclaim any responsibility for any misuse of any network.