

CUSTOMER CONTRACT AND LICENCE

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THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF CLAUSE 12 (LIMITATION OF LIABILITY)

Terms and conditions of Lepide

1. INTERPRETATION

The following definitions and rules of interpretation apply in these Conditions.

1.1.1 **Definitions:**

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

Commencement Date: has the meaning given in clause 4.

Conditions: these terms and conditions as amended from time to time in accordance with clause 15.5.

Contract: means these terms and conditions and any Quote from Lepide which is accepted by the Customer and invoice produced by Lepide for the Customer from time to time.

Contract Renewal Period: means such period as may be agreed between the Customer and Lepide in writing.

Control: has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression **change of control** shall be construed accordingly.

"Controller", "processor", "data subject", "personal data", "personal data breach", "processing" and "appropriate technical and organisational measures" shall have such meanings as defined in the Data Protection Legislation.

Customer: means a customer who purchases the Software and subscribes for the Services.

Customer Default: has the meaning set out in clause 8.2.

Deliverables: the Software set out in any Quote from Lepide which is accepted by the Customer and invoices produced by Lepide for the Customer.

E-Documentation: means the documentation on the Lepide website as to how to install the Software and how to configure the Software

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Fixed Term: means the duration of the Contract as specified in the Quote from Lepide which is accepted by the Customer or Customer Order.

Lepide: means Lepide (UK) Ltd Lepide (UK) Ltd registered in England and Wales with company number 13501551 with its office at Suite LG, 11 St. James' Place, London, SW1A 1NP and means any company (incorporated or established in or outside the United Kingdom) which is, in relation to Lepide, its holding company or its subsidiary or a subsidiary of its holding company and "holding company" and "subsidiary" will have the meanings attributed to them in section 1159 of the Companies Act 2006; in particular, this shall include (i) Lepide (USA) Inc, 14th Floor, 600 Congress Ave, Austin, Texas, TX 78701 and (ii) Lepide Software PVT Limited B-57, Sector-57 Noida, Uttar Pradesh, India PIN 201301.

Lepide Materials: has the meaning set out in Clause 8.1.7.

Licence Term means the total licence period, being the Licence Term together with any subsequent Contract Renewal Periods.

Licence Keys means the keys provided by Lepide to the customer for the Customer to operate the Software.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Order: the Customer's order for Software and Services as set out in the Customer's purchase order form or the Customer's written acceptance of Lepide's quotation.

Product Terms: means all specific terms applying to the Software and Services purchased by the Customer.

Software: means the Lepide Software, which is owned by Lepide Software Pvt Ltd, and in particular Lepide's Data Security Platform.

Services: means the Support Services, supplied by the Lepide to the Customer as set out in the Specification.

Specification: the description or specification of the Software and Services provided [in writing] by Lepide to the Customer.

Support Services: means the support and maintenance services to be provided by Lepide as set out in Lepide's quote.

UK: means United Kingdom.

USA means United States of America.

User Licence: means a licence for such number of Managed Users as may be specified in any Quote from Lepide which is accepted by the Customer or Customer Order/invoice as agreed to be purchased by the Customer from time to time, which entitle authorised users to access and use the Lepide Software and Services and the Documentation in accordance with these terms.

- 1.2 Interpretation:
- 1.2.1 A reference to legislation or a legislative provision:
- 1.2.1.1 is a reference to it as it is in force as at the date of this Contract; and
- 1.2.1.2 shall include all subordinate legislation made as at the date of this Contract under that legislation or legislative provision.
- 1.2.2 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.
- 1.2.3 A reference to writing or written includes fax and email

2 BASIS OF CONTRACT

2.1 The Order constitutes an offer by the Customer to purchase Lepide Software, Services and Documentation in accordance with these Conditions from the Lepide Company with whom the Customer has had its dealings and has been sent a quote from and to whom the Customer has sent its order. This shall be the case unless otherwise specified by Lepide.

- 2.2 The Order shall only be deemed to be accepted when Lepide issues written acceptance of the Order or upon Lepide sending the Licence Keys to the Customer whichever is earlier, and on which date the Contract shall come into existence (Commencement Date).
- 2.3 Any samples, drawings, descriptive matter or advertising issued by Lepide, and any descriptions or illustrations contained in Lepide's catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Software and Services described in them. They shall not form part of the Contract or have any contractual force.
- 2.4 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 2.5 Any quotation given by Lepide shall not constitute an offer and is only valid for the period specified on the Quote.

3 OTHER TERMS THAT WILL APPLY TO THE CUSTOMER

Lepide's Privacy policy and website terms and conditions shall also apply to the Customer; in the event of a conflict between those terms and these terms shall prevail.

4 COMMENCEMENT AND DURATION

The Contract shall commence on the date set out in Clause 2.2 and shall continue for a Fixed Term as specified in the Quote from Lepide which is accepted by the Customer or as specified in the Customer Order, unless terminated earlier in accordance with clause 13 and upon termination Lepide's Licence to the Lepide Software shall be revoked.

5 LEPIDE'S SUPPLY OF SOFTWARE AND SERVICES

- 5.1 Lepide shall supply the Software to the Customer in accordance with the Software Specification in all material respects.
- 5.2 Lepide shall supply Services to the Customer using reasonable skill and care.

- 5.3 Lepide shall use all reasonable endeavours to meet any performance dates specified in its quotation, but any such dates shall be estimates only and time shall not be of the essence for provision of the Software or performance of the Services.
- 5.4 Lepide shall provide the Licence Keys to the Customer on the dates agreed between the parties.
- 5.5 Lepide reserves the right to amend the Software Specification if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Software or the Services, and Lepide shall notify the Customer in any such event.

6 EVALUATION OF LICENCE

- 6.1 Lepide grants the Customer a non-exclusive, non-transferrable licence to the software for the purposes of evaluating the software. This Licence is granted solely for internal use by the Customer and shall be available for a period of seven days from the date of the Software download.
- 6.2 After the Evaluation period in Clause 6.1, if the Customer no longer wishes to use the Software, it shall remove the Software from all devices it has been installed on and shall not use or offer the Software for resale and the Customer represents and warrants to Lepide that, unless it has purchased the Software and wishes to continue using it, it shall remove all Software.

7 LICENCE TO USE THE LEPIDE SOFTWARE AND LEPIDE SERVICES

- 7.1 Subject to the Customer purchasing the Software and the Services in accordance these terms and conditions, Lepide grants to the Customer an irrevocable, non-exclusive, non-transferable, non-sub-licensable, licence to use the Software, Services and Documentation and to:
 - a) Install, execute access run or otherwise use the Software, Services and Documentation;
 - Lepide shall permit the Users to use the Lepide Software, Services and the Documentation during the Contract Term;
- 7.2 In relation to User, the Customer undertakes that:

- 7.2.1 the maximum number of Users that it authorises to access and use the Lepide Software, Services and Documentation shall not exceed the number of Users specified in the Licence Keys.
- 7.3 The Customer shall not:
- 7.3.1 except as may be allowed by any applicable law:
 - 7.3.1.1 attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Lepide Software and/or Documentation (as applicable) in any form or media or by any means; or
 - 7.3.1.2 attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Lepide Software; or
- 7.3.2 access all or any part of the Lepide Software in order to develop software or services which competes with the Lepide Software and/or the Documentation; or
- 7.3.3 use Lepide Software Services and/or Documentation to provide services to third parties which may be in competition with Lepide Services; or
- 7.3.4 licence, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Lepide Services and/or Documentation available to any third party except the Managed Users, or
- 7.3.5 attempt to obtain, or assist third parties in obtaining, access to Lepide Services and/or Documentation, other than as provided under this clause 7.
- 7.4 The Customer shall use all its best effort to prevent any unauthorised access to, or use of, the Lepide Software Services and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify the Company.

7.5 Lepide:

- 7.5.1 does not warrant to the Customer or the User that the use of the Lepide Software and Services will be uninterrupted, accurate or error-free; and
- 7.5.2 is not responsible for any delays, delivery, or any other loss or damage resulting from the transfer of data over communications networks facilities, including the internet, and the Customer

acknowledges that the Lepide Software and Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

8 CUSTOMER'S OBLIGATIONS

- 8.1 The Customer shall:
- 8.1.1 ensure that the terms of the Order are complete and accurate;
- 8.1.2 co-operate with Lepide in all matters relating to the Software, Services and Documentation;
- 8.1.3 provide Lepide, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by Lepide;
- 8.1.4 provide Lepide with such information and materials as Lepide may reasonably require in order to supply and install the Software and provide the Services, and ensure that such information is complete and accurate in all material respects;
- 8.1.5 prepare the Customer's premises and all the relevant IT resources for the installation of the Software and provision of the Services;
- 8.1.6 obtain and maintain all necessary licences, permissions and consents which may be required for the Software and Services before the date on which the Services are to start;
- 8.1.7 Provide Lepide, its employees and agents with reasonable access to the Customer systems remotely to enable Lepide to install the Software remotely
- 8.1.8 To engage and cooperate with Lepide at all times so that Lepide can provide the Software, Services and Documentation, in a prompt manner to the customers in a timely manner. Any delays caused by the customer in this regard may affect the time estimates given by Lepide for the software, services and Documentation and in such case Lepide shall have no liability to the Customer for any delays.
- 8.1.9 To report any issues with the Software promptly without delay so that Lepide can provide IT services in accordance with the Service levels agreed between Lepide and the Customer as set out in the service level agreement at Schedule 1. Any failure by the Customer to report any Software issues in a prompt and timely manner may result in Lepide not meeting the service levels specified in the service level agreement. In this case Lepide shall have no liability to the Customer for any costs,

losses, damages arising out of delays in the Service which arise as a result of delays occasioned by the Customer.

- 8.2 If Lepide's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):
- 8.2.1 without limiting or affecting any other right or remedy available to it, Lepide shall have the right to suspend performance of Software installation and the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays Lepide's performance of any of its obligations;
- 8.2.2 Lepide shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Lepide's failure or delay to perform any of its obligations as set out in this clause 8.2.2; and
- 8.2.3 the Customer shall reimburse the Lepide on written demand for any costs or losses sustained or incurred by the Lepide arising directly or indirectly from the Customer Default.

9 CHARGES AND EXPENSES

- 9.1 The Customer shall pay Lepide the Software charges as set out in the Quote from Lepide which is accepted by the Customer or Customer Order and agreed between the parties.
- 9.1.1 The charges are payable by the Customer to Lepide in advance of the Software installation or within30 days of the date of invoice.
- 9.1.2 Lepide shall invoice the Customer for all sums due under this Agreement.
- 9.1.3 Lepide shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom the Lepide engages in connection with the Software and Services including travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by Lepide for the performance of the Services, and for the cost of any materials.

- 9.2 Lepide reserves the right to increase its charges on an annual basis with effect from each anniversary of the Commencement Date.
- 9.3 If the Customer fails to make a payment due to the Lepide under the Contract by the due date, then, without limiting the Lepide's remedies under clause 13, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. In accordance with the Late Payment of Commercial Debts Act 1998 or any other equivalent legislation in the territory where the Customer is based.
- 9.4 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 9.5 THE CUSTOMER SHOULD NOTE THAT UNDER NO CIRCUMSTANCES WILL ANY REFUNDS BE OFFERED OR MADE TO THE CUSTOMER BY LEPIDE AND NEITHER WILL THE CUSTOMER BE ENTITLED TO ANY REFUNDS AND THE CUSTOMER'S ATTENTION IS DRAWN SPECIFICALLY TO THIS CLAUSE 9.5.

10 INTELLECTUAL PROPERTY RIGHTS

- 10.1 All Intellectual Property Rights in or arising out of or in connection with the Software and the Services (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by Lepide at all times.
- 10.2 Lepide shall, at its own expense, defend or cause to be defended or, at its option, settle any claim or action brought against the Customer on the issue of infringement of any Intellectual Property Right in the Software ('Claim'). Subject to the other conditions of this clause, Lepide will pay any final judgment entered against the Customer with respect to any Claim provided that the Customer:
 - (a) Notifies Lepide in writing of the Claim immediately on becoming aware of it;
 - (b) Grants sole control of the defence of the Claim to Lepide; and
 - (c) Gives Lepide complete and accurate information and full assistance to enable Lepide to settle or defend the Claim.

- 10.3 If any part of the Software should become the subject of any Claim, or if a court judgment is made that the Software does infringe, or if the use or licensing of any part of the Software is restricted, Lepide may at its option and reasonable expense:
 - (a) Obtain for the Customer the Intellectual Property Right to continue to use the Software; or
 - (b) Replace or modify the Software so that any alleged or adjudged infringement is removed.
- 10.4 Lepide will have no liability under this clause for:
 - (a) Any infringement arising from the combination of the Software with other Software not supplied by Lepide; or
 - (b) The modification of the Software unless the modification was made or approved expressly by Lepide
- 10.5 IN NO CIRCUMSTANCES WILL LEPIDE BE LIABLE FOR ANY COSTS OR EXPENSES INCURRED BY THE CUSTOMER WITHOUT LEPIDES PRIOR WRITTEN AUTHORISATION, AND THE FOREGOING STATES THE ENTIRE REMEDY OF THE CUSTOMER IN RESPECT OF ANY INTELLECTUAL PROPERTY RIGHT INFRINGEMENT BY THEN SOFTWARE.

11 PROCESSING OF PERSONAL DATA

- 11.1 The parties agree that the Customer is a Controller and that Lepide is a Processor for the purposes of processing Protected Data pursuant to the Contract. The Customer shall at all times comply with all Data Protection Laws in connection with the processing of Protected Data. The Customer shall ensure all instructions given by it to Lepide in respect of Protected Data (including the terms of the Contract) shall at all times be in accordance with Data Protection Laws. Nothing in the Contract relieves the Customer of any responsibilities or liabilities under any Data Protection Laws.
- 11.2 Lepide shall process Protected Data in compliance with the obligations placed on it under Data Protection Laws and the terms of the Contract.
- 11.3 The Customer shall indemnify and keep indemnified Lepide against all losses, claims, damages, liabilities, fines, sanctions, interest, penalties, costs, charges, expenses, compensation paid to Data Subjects, demands and legal and other professional costs (calculated on a full indemnity basis and in each case whether or not arising from any investigation by, or imposed by, a Data Protection

Supervisory Authority) arising out of or in connection with any breach by the Customer of its obligations under this clause 11.

- 11.4 Lepide shall:
- 11.4.1 only process (and shall ensure Lepide's Personnel only process) the Protected Data in accordance with the Contract (including when making any transfer to which clause 11.10 relates), except to the extent:
- 11.4.1.1 that alternative processing instructions are agreed between the parties in writing; or
- 11.4.1.2 otherwise required by applicable law (and shall inform the Customer of that legal requirement before processing, unless applicable law prevents it doing so on important grounds of public interest); and
- 11.4.2 without prejudice to clause 11.1, if Lepide believes that any instruction received by it from the Customer is likely to infringe the Data Protection Laws it shall promptly inform the Customer and be entitled to cease to provide the relevant Services until the parties have agreed appropriate amended instructions which are not infringing.
- 11.5 Lepide shall implement and maintain technical and organisational measures to protect the Protected Data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access.
- 11.6 Lepide shall:
- 11.6.1 not permit any processing of Protected Data by any Sub-Processor without the prior specific written authorisation of the Customer;
- 11.6.2 prior to the relevant Sub-Processor carrying out any processing activities in respect of the Protected Data, appoint each Sub-Processor under a written contract containing materially the same obligations as under this clause 11 (including those relating to sufficient guarantees to implement appropriate technical and organisational measures) that is enforceable by Lepide and ensure each such Sub-Processor complies with all such obligations;

- 11.6.3 remain fully liable to the Customer under the Contract for all the acts and omissions of each Sub-Processor as if they were its own; and
- 11.6.4 ensure that all natural persons authorised by Lepide or any Sub-Processor to process Protected Data are subject to a binding written contractual obligation to keep the Protected Data confidential.
- 11.7 The Customer authorises the appointment of the Sub-Processors which can be obtained from Lepide.
- 11.8 The Customer shall reply to any communication from Lepide requesting any further prior specific authorisation of a Sub-Processor pursuant to clause 11.6.1 promptly and in any event within [10] Business Days of request from time to time. The Customer shall not unreasonably withhold, delay or condition any such authorisation.
- 11.9 Lepide shall (at the Customer's cost):
- 11.9.1 assist the Customer in ensuring compliance with the Customer's obligations pursuant to Articles 32 to 36 of the GDPR taking into account the nature of the processing and the information available to the Supplier; and
- 11.9.2 taking into account the nature of the processing, assist the Customer (by appropriate technical and organisational measures), insofar as this is possible, for the fulfilment of the Customer's obligations to respond to requests for exercising the Data Subjects' rights under Chapter III of the GDPR (and any similar obligations under applicable Data Protection Laws) in respect of any Protected Data.
- 11.10 Lepide shall not process and/or transfer, or otherwise directly or indirectly disclose, any Protected Data in or to any country or territory outside the United Kingdom or to any International Organisation without the prior written authorisation of the Customer.
- 11.11 Lepide shall at the Customer's cost and expense promptly refer to the Customer all requests it receives for exercising any Data Subjects' rights under Chapter III of the GDPR which relate to any Protected Data. It shall be the Customer's responsibility to reply to all such requests as required by applicable law.
- 11.12 Lepide shall, in accordance with Data Protection Laws, make available to the Customer such information that is in its possession or control as is necessary to demonstrate the Supplier's compliance

with the obligations placed on it under this clause 11 and to demonstrate compliance with the obligations on each party imposed by Article 28 of the GDPR (and under any equivalent Data Protection Laws equivalent to that Article 28), and allow for and contribute to audits, including inspections, by the Customer (or another auditor mandated by the Customer) for this purpose (subject to a maximum of [one] audit request in any 12 month period under this clause 11.12).

- 11.13 Lepide shall notify the Customer without undue delay and in writing on becoming aware of any Personal Data Breach in respect of any Protected Data.
- 11.14 On the end of the provision of the Services relating to the processing of Protected Data, at the Customer's cost and the Customer's option, Lepide shall either return all of the Protected Data to the Customer or securely dispose of the Protected Data (and thereafter promptly delete all existing copies of it) except to the extent that any applicable law requires Lepide to store such Protected Data. This clause 11 shall survive termination or expiry of the Contract.

12 LIMITATION OF LIABILITY: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.

- 12.1 Lepide has obtained insurance cover in respect of its own legal liability for individual claims not exceeding \$1,000,000 per claim. The limits and exclusions in this clause reflect the insurance cover that Lepide has been able to arrange, and the Customer is responsible for making its own arrangements for the insurance of any excess loss.
- 12.2 References to liability in this clause 12 include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 12.3 Neither party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.
- 12.4 Nothing in this clause 12 shall limit the Customer's payment obligations under the Contract.
- 12.5 Nothing in the Contract limits any liability which cannot legally be limited, including but not limited to liability for:
- 12.5.1 death or personal injury caused by negligence;

- 12.5.2 fraud or fraudulent misrepresentation; and
- 12.5.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 12.6 Subject to clause 12.3 (No limitation in respect of deliberate default), and clause 12.5 (Liabilities which cannot legally be limited), Lepide's total liability to the Customer:
- 12.6.1 for loss arising from Lepide's failure to comply with its data processing obligations under shall not exceed the fees or and or charges paid by the Customer to Lepide in the three months preceding termination of the Contract or three months preceding the date of an allegation that Lepide has failed to comply with its data processing obligations.
- 12.6.2 for all other loss or damage shall not exceed the fees and or charges paid by the Customer to Lepide in the three-month period preceding any loss or damage or termination of this Contract whichever is earlier.
- 12.7 Subject clause 12.3 (No limitation in respect of deliberate default), clause 12.4 (No limitation of customer's payment obligations) and clause 12.5 (Liabilities which cannot legally be limited), this clause 12.7 sets out the types of loss that are wholly excluded:
- 12.7.1 loss of profits.
- 12.7.2 loss of sales or business.
- 12.7.3 loss of agreements or contracts.
- 12.7.4 loss of anticipated savings.
- 12.7.5 loss of use or corruption of software, data or information.
- 12.7.6 loss of or damage to goodwill; and
- 12.7.7 indirect or consequential loss.
- 12.8 Lepide has given commitments as to compliance of the Software and the relevant specifications and the Software in clause 5. In view of these commitments, the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

- 12.9 Unless the Customer notifies the Lepide that it intends to make a claim in respect of an event within the notice period, Lepide shall have no liability for that event. The notice period for an event shall start on the day on which the Customer became, or ought reasonably to have become, aware of the event having occurred and shall expire six months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.
- 12.10 This clause 12 shall survive termination of the Contract.

13 TERMINATION

- 13.1 Without affecting any other right or remedy available to it, Lepide may terminate the Contract with immediate effect by giving written notice to the Customer if:
 - 13.1.1 the Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of the Customer being notified in writing to do so;
 - 13.1.2 the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
 - 13.1.3 the Customer suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
 - 13.1.4 the Customer's financial position deteriorates to such an extent that in Lepide's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 13.2 Without affecting any other right or remedy available to it, Lepide may terminate the Contract with immediate effect by giving written notice to the Customer if:
 - 13.2.1 the Customer fails to pay any amount due under the Contract on the due date for payment;

- 13.2.2 there is a change of control of the Customer.
- 13.3 Lepide may terminate the Contract for convenience on 30 days written notice to the Customer.
- 13.4 Upon termination of this Contract the Customer shall confirm to Lepide that it has deleted all the Software from its systems and no longer uses it. If the Customer fails to provide such confirmation to Lepide, fees shall continue to accrue as if the Licence had not been terminated.

14 CONSEQUENCES OF TERMINATION

- 14.1 On termination of the Contract:
- 14.1.1 the Customer shall immediately pay to the Lepide all of the Lepide's outstanding unpaid invoices and interest and, in respect of Software and Services supplied but for which no invoice has been submitted, Lepide shall submit an invoice, which shall be payable by the Customer immediately on receipt;
- 14.1.2 the Customer shall return all Documentation and remove the Software from its systems. Until the documents have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract. The Licence will terminate, and the Customer shall not use the Lepide Software;
- 14.1.3 Lepide's Licence to the Customer for use of the Software shall terminate immediately and the Customer shall not use the Software. If the Customer continues to use the Software, fees shall continue to accrue, and the Customer shall pay fees to Lepide as if the Licence had not terminated.
- 14.2 Termination of the Contract shall not affect 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 Contract which existed at or before the date of termination.
- 14.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.

15 GENERAL

15.1 **Force majeure.** Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control including Pandemic or Epidemic.

15.2 Assignment and other dealings.

- 15.2.1 Lepide may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.
- 15.2.2 The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract.

15.3 **Confidentiality.**

- 15.3.1 Each party undertakes that it shall not at any time, and for a period of two years after termination of the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or Suppliers of the other party, except as permitted by clause 15.3.2.
- 15.3.2 Each party may disclose the other party's confidential information:
 - 15.3.2.1 to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 15.3; and
 - as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 15.3.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

15.4 Entire agreement.

- 15.4.1 The Contract 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.
- 15.4.2 Each party acknowledges that in entering into the Contract 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 the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.
- 15.4.3 Nothing in this clause shall limit or exclude any liability for fraud.
- 15.5 **Variation.** Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 15.6 **Waiver**. A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent 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 the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 15.7 **Severance.** If any provision or part-provision of the Contract 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 Contract deleted under this clause 15.7 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.

15.8 Notices.

15.8.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or sent by fax to its main fax number.

- 15.8.2 Any notice or communication shall be deemed to have been received:
 - 15.8.2.1 if delivered by hand, at the time the notice is left at the proper address;
- 15.8.2.2 if sent by signed for post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or
- 15.8.2.3 if sent by fax at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 15.8.2.3, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- 15.8.3 This clause 15.8 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.
- 15.9 Third party rights.
- 15.9.1 Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 15.9.2 The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.
- 15.10 **Dispute Resolution Procedure.** If any dispute arises in connection with this Contract, the party alleging the dispute shall give notice to the other party (Dispute Notice). Thereafter the parties shall enter into mediation in good faith to resolve such a dispute and will do so in the first instance by a meeting between the senior management of Lepide and the Customer. If the senior management are unable to resolve a dispute promptly and within 14 days of a Dispute Notice, the dispute shall thereafter be referred to mediation and resolved in accordance with the Centre of Effective Dispute Resolution (CEDR) Model Mediation Procedure. The mediator will be nominated by CEDR. No party shall issue court proceedings unless the matter has been mediated first.
- 15.11 **Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

15.12 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

Schedule 1