

Pure IP Discovery Service Terms and Conditions

This Agreement sets out the terms and conditions on which **PURE IP LIMITED**, a company registered in England and Wales with company number 05024088, the registered office of which is at 89, 5th floor, Albert Embankment, London, SE1 7TP ("**Pure IP**") will deliver the Pure IP Discovery Services (which incorporates ReVeal) to the Customer. The Customer acknowledges that by [clicking "I agree"] below, it is entering into this Agreement and agrees to be bound by its terms.

1. BACKGROUND

- 1.1 Pure IP is a supplier of professional services specifically relating to communications infrastructure.
- 1.2 The Customer wishes to engage Pure IP to deliver the Pure IP Discovery Service.

2. DEFINITION AND INTERPRETATION

- 2.1 In this Agreement the following words and phrases shall have the following meanings:

"**Affiliate**" means in relation to a Party its subsidiary or holding company, or any subsidiary of any such holding company, the term "subsidiary" and "holding company" having the meaning given to them in Section 1159 of the Companies Act 2006.

"**Agreement**" means this document entitled "Pure IP Discovery Service Terms and Conditions".

"**Business Day**" means any day other than a Saturday, Sunday or a day which is a bank or public holiday in England.

"**Commencement Date**" means the earlier of (i) the date the Customer accepts these terms and conditions by clicking "I Accept"; and (ii) the date the Customer first uses or accesses the Services.

"**Confidential Information**" means any information, whether tangible or intangible (including, without limitation, any formula, pattern, compilation, device, methodology, technique, technology, process, customer lists, pricing information, business plans, computer equipment, software, financial projections, marketing information, all technical or commercial know-how, specifications, inventions, processes or initiatives, actual or anticipated research and development and similar internal data relating or belonging to a Party) which is not generally known to the public and which is stated as being or should be reasonably regarded as confidential (whether or not it is marked "confidential"), and includes information of employees, customers, suppliers, sub-contractors, agents, joint ventures, licensors, licensees, distributors and other persons with whom a Party does business.

"**Contract Year**" means each twelve (12) month period commencing on the Commencement Date and each anniversary thereof.

"**Customer**" means the entity accepting these terms and entering into this Agreement.

"**Data Protection Legislation**" means the Data Protection Act 2018; Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) including the recitals (the "**GDPR**") and any equivalent or implementing legislation; the Regulation of Investigatory Powers Act 2000 and the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699); the Privacy and Electronic Communications (EC Directive) Regulations 2003 and the Electronic

Communications Data Protection Directive 2002/58/EC (the ePrivacy Directive); the Digital Economy Act 2017; and all other applicable laws (including judgments of any relevant court of law) and regulations relating to the processing of personal data, data privacy, electronic communications, marketing and/or data security, in each case as from time to time in force and as from time to time amended, extended, consolidated, re-enacted, replaced, superseded or otherwise converted, succeeded, modified or incorporated into law and all orders, regulations, statutes, instruments and/or other subordinate legislation made under any of the above in any jurisdiction from time to time.

“Discovery Report” means the report created by Pure IP pursuant to Clause 3.2 and as further described in the Documentation which details the key findings, licence usage and such other issues as may be agreed by the Parties.

“Dispute” means a dispute between the Parties arising under or in connection with this Contract.

“Documentation” means the documentation available [on the Pure IP website / provided to the Customer by Pure IP] in connection with the provision of the Services from time to time.

“Fees” means the charges for the Services to be paid by the Customer to Pure IP as set out [insert].

“Insolvent” means where a Party is unable to pay its debts (within the meaning of Section 123 of the Insolvency Act 1986) or becomes insolvent or an order is made or a resolution passed for the administration, winding-up or dissolution of that Party (otherwise than for the purposes of a solvent amalgamation or reconstruction) or an administrative or other receiver, manager, liquidator, administrator, trustee or similar officer is appointed over all or any substantial part of the assets of that Party or that Party enters into or proposes any composition or arrangement with its creditors generally or anything analogous to the foregoing occurs in any applicable jurisdiction.

“Intellectual Property Rights” means patents, rights to inventions, copyright and related rights, trade marks, trade names, domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in Confidential Information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered, and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

“Party” means the Customer or Pure IP as the context requires (together the **“Parties”**).

“PBX Infrastructure” means the Customer’s systems, hardware, firmware, software, licences, devices, communications networks and other infrastructure used or accessed by Pure IP in order to provide the Services.

“Personnel” means any person in respect of whom a Party exercises control including, but not limited to, the directors, employees, agents and any sub-contractors of the Party, in any such case who are assigned or engaged by the Party from time to time to perform the Party’s obligations under this Agreement.

“Services” means the Pure IP Discovery Service as further described in this Agreement and in the Documentation, including the provision of the Discovery Report.

“Term” has the meaning attributed to it in Clause 14.1.

“VAT” means value added tax chargeable under English law for the time being and any similar additional tax.

“Website” means [insert]

2.2 In this Agreement, unless the contrary intention is stated or the context otherwise requires references to Clauses or Schedules are to clauses of or schedules to this Agreement.

2.3 In this Agreement:

- (a) unless otherwise specified or the context otherwise requires the singular includes the plural and vice versa;
- (b) titles and headings are included for ease of reference only and shall not affect the interpretation or construction of the Agreement;
- (c) references to persons are to individuals, bodies corporate, firms, association or partnership, government or state (whether or not having a separate legal personality);
- (d) a reference to any statute, enactment, ordinance, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, ordinance, order, regulation or other instrument at the date of signature of this Agreement and as subsequently amended or re-enacted;
- (e) a reference to a third person or a third party is a reference to a person who is not a Party;
- (f) the words ‘include’, ‘including’, ‘for example’ or ‘such as’ are not used as, and are not to be interpreted as, words of limitation, and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind;
- (g) a reference to any other document referred to in this Agreement is a reference to that other document as effectively amended, varied, novated or supplemented (other than in breach of the provisions of this Agreement) at any time;
- (h) a reference to writing or written does not e-mail unless expressly provided in writing; and
- (i) the Schedules form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement.

3. PROVISION OF SERVICES

3.1 The Customer shall identify the PBX Infrastructure relevant to the Services and provide secure access to such PBX Infrastructure to Pure IP in one of the following ways:

- (a) direct access via IP;
- (b) direct access via dial-up; or
- (c) indirect access using back-up files.

3.2 Once access has been provided, Pure IP shall:

- (a) schedule and run an audit of the PBX Infrastructure in order to capture and collate relevant data; and
- (b) provide the Discovery Report to the Customer.

4. PURE IP'S OBLIGATIONS

- 4.1 Subject to the payment by the Customer to Pure IP of the Fees and the Customer's compliance with the obligations set out in this Agreement, Pure IP shall perform the Services in accordance with this Agreement and the Documentation.
- 4.2 The Customer acknowledges and agrees that the Services are not fault free, their delivery may be impaired by conditions or circumstances beyond Pure IP's control. The Customer is entitled to the quality of service generally provided by a competent telecommunications service provider exercising reasonable skill and care.
- 4.3 Pure IP or its agents may record or monitor some telephone calls, emails and any other communications between itself (or its agents) and the Customer for training and quality control and for Pure IP's lawful business purposes.
- 4.4 Pure IP may at its discretion and without notice suspend the provision of the Services if:
- (a) the Customer is in breach of any aspect of Clause 6 below;
 - (b) Pure IP has reasonable cause to suspect illegal and/or fraudulent use of the Services/ [PBX Infrastructure]; and/or
 - (c) any of the Customer's staff or representatives is persistently abusive, makes threats, repeatedly causes a nuisance or annoyance or otherwise acts illegally towards Pure IP's staff or property.
- 4.5 Pure IP shall not be liable for any failure or delay in performing the Services to the extent that such failure or delay is caused by the Customer's act or omission

5. CUSTOMER'S OBLIGATIONS

- 5.1 The Customer shall:
- (a) provide Pure IP with secure access, remote or otherwise, to the PBX Infrastructure and co-operate with Pure IP (including providing accurate information to Pure IP in a timely manner) to enable Pure IP to carry out the Services;
 - (b) obtain and maintain any necessary consents, licences and rights to permit Pure IP to provide the Services including (if applicable) provision of any necessary sub-licences and/or rights to use any third party software forming part of the PBX Infrastructure;
 - (c) procure the co-operation of any sub-contractors to the Customer if reasonably requested so to do by Pure IP.

6. USE OF THE SERVICE

- 6.1 The Customer acknowledges that it is at all times solely responsible for all data and other material transmitted through or by its PBX Infrastructure while receiving the Services, and undertakes not to use or permit the Services to be used:
- (a) in a manner which constitutes a violation or infringement of the rights of any person, firm or company (including but not limited to rights of copyright or confidentiality);

- (b) in a way which allows third parties to interfere with or corrupt the Services in any way;
- (c) fraudulently, in commission of or in connection with a criminal offence, in breach of any law, statutory duty or regulation from time to time in effect;
- (d) to attempt to gain unauthorised access to systems or networks;
- (e) to provide the Services to non-user third parties, including, by resale, licence, lend or lease;
- (f) in a way which is offensive, abusive, indecent, inciting racial, religious or ethnic hatred or in breach of the Intellectual Property Rights of any third party, defamatory, obscene or menacing, a nuisance or a hoax or in breach of any rights or privacy or otherwise unlawful;
- (g) in any manner which shall contravene Pure IP's reasonable requirements which have been communicated in advance to the Customer in writing.

6.2 The Customer warrants that it shall access and use the Services and Documentation for its own internal business purposes only.

7. SECURITY

7.1 Without prejudice to the Customer's other obligations under this Agreement, the Customer will use all reasonable endeavours in accordance with best industry practice:

- (a) to prevent and block any prohibited and unauthorised use of the Service or PBX Infrastructure by Customer Personnel and third parties; and
- (b) to maintain any reasonable, appropriate administrative, physical and technical security regarding its account ID, password, antivirus and firewall protections and connectivity with the Services.

7.2 The Customer shall ensure that any security access codes issued by Pure IP to the Customer will be held in a secure environment to prevent unauthorised access to such codes.

7.3 Pure IP shall not be responsible for any faults, or interruptions in the Services or any inability of the Customer to access the Services where this is caused by a failure in any PBX Infrastructure or the Customer's security.

7.4 The Customer agrees to indemnify Pure IP against any liability, cost, charge or expense, which Pure IP incurs or suffers as a result of any breach by the Customer of its obligations under this Clause 7 and/or Clause 6.

8. WARRANTIES

8.1 Each Party warrants and represents that:

- (a) it has the full capacity and authority, and all necessary licences, permits and consents, to enter into and perform this Agreement;
- (b) the performance of its obligations under this Agreement will not infringe the Intellectual Property Rights of any third party and it has the full capacity and authority to grant all licences required of it under this Agreement; and

(c) it will perform its obligations in compliance with all applicable laws, enactments, orders, regulation and similar instruments.

8.2 Pure IP further warrants that the Services shall be provided in a professional manner and with reasonable skill and care.

8.3 The Customer hereby warrants that:

(a) it has the necessary licences to use the PBX Infrastructure and where applicable the right to sub-license or provide access to Pure IP to enable it to perform the Services; and

(b) it has the latest supported versions of software.

9. CHARGES AND PAYMENT

9.1 The Customer will pay to Pure IP in cleared funds the Fees as set out during the sign-up process and as further set out on the Website. Unless otherwise agreed by the Parties all payments shall be made in advance via a direct debit.

9.2 Without prejudice to any other right or remedy that Pure IP may have, if the Customer fails to pay Pure IP all amounts due in accordance with these conditions on the due date Pure IP may:

(a) charge interest on such sum from the due date for payment at the annual rate of five per cent (5%) above the base lending rate from time to time of Barclays Bank plc, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment; or claim interest under the Late Payment of Commercial Debts (Interest) Act 1998, whichever is the higher; and

(b) suspend all Services until payment has been made in full.

9.3 Pure IP may, without prejudice to any other rights it may have, set off any liability of the Customer to Pure IP against any liability of Pure IP to the Customer.

9.4 Pure IP may, without prejudice to any other rights it may have, set off any Pure IP invoices to the Customer and/or Pure IP charges incurred with third parties on behalf of the Customer against any revenue and/or charges collected by Pure IP on behalf of the Customer including (without limitation) monies collected on a revenue sharing basis.

10. DATA PROTECTION

10.1 In this Contract, “**controller**”, “**processor**”, “**personal data**”, “**personal data breach**”, “**data subject**”, and “**processing**” have the meanings given to these terms in the GDPR interpreted in accordance with the relevant DP Guidance.

10.2 Each of the Parties acknowledge and agree that for the purposes of the Data Protection Legislation:

(a) the Customer is the controller; and

(b) Pure IP is the processor in relation to the processing by Pure IP of any Personal Data.

10.3 The types of Personal Data, categories of data subject to whom it relates, and the subject matter, duration, nature and purposes of the processing to be carried out under this Agreement are set out in Annex A.

10.4 Pure IP will:

- (a) in relation to the processing of Personal Data, comply with its obligations under the Data Protection Legislation and ensure the protection of the rights of data subjects;
- (b) process (and will procure that its personnel will process) the Personal Data (including the transfer to an international organisation or a country (other than the United Kingdom) outside the European Union) only:
 - (i) in accordance with the Customer's written instructions from time-to-time; or
 - (ii) as otherwise required by law (subject to Pure IP first notifying the Customer of the relevant legal requirement unless such notification is itself prohibited by law on important grounds of public interest)

and only to the extent and in such a manner as is necessary for Pure IP to provide the Services and to perform its other obligations under this Agreement in accordance with this Contract and not for any other purpose; and

- (c) notify the Customer if Pure IP (or any of its sub-contractors) believes any of the Customer's instructions relating to processing Personal Data breaches any Data Protection Legislation;
- (d) only disclose the Personal Data to, and ensure that access to the Personal Data is limited to, those of its personnel who are bound by confidentiality obligations in relation to the Personal Data;
- (e) not transfer any Personal Data to an international organisation or any country (other than the United Kingdom) outside the European Union without the express prior written consent of the Customer, unless:
 - (i) such transfer is to, and processing is by, an international organisation or in a country which at the time of transfer or processing (as appropriate) is formally recognised by the European Commission or the UK Information Commissioner's Office as providing an adequate level of data protection; or
 - (ii) Pure IP has put in place appropriate safeguards to protect such Personal Data and ensure that the relevant data subjects have enforceable subject access rights and effective legal remedies as required by Data Protection Legislation;
- (f) implement appropriate technical and organisational measures to ensure a level of security appropriate to the data security risks presented by processing the Personal Data, including the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed;
- (g) when Pure IP ceases to provide the Services and/or ceases to process Personal Data pursuant to this Agreement:
 - (i) at the Customer's option, delete or return to the Customer all Customer's personal data; and
 - (ii) delete all copies of the Personal Data except insofar as Pure IP is required by law to continue to store such copies.

- 10.5 Pure IP will take appropriate technical and organisational measures to assist the Customer in fulfilling the Customer's obligations to respond to any request by any data subject to exercise any data subject right under articles 12-23 inclusive of the GDPR or any equivalent or implementing legislation, in each case only to the extent that the data subject's request relates to the processing of Personal Data by Pure IP pursuant to this Agreement.
- 10.6 Pure IP will at the Customer's request assist the Customer in complying with the Customer's obligations under articles 32-36 inclusive of the GDPR or any equivalent or implementing legislation, in each case only to the extent that the Customer's request relates to the processing of Personal Data by Pure IP pursuant to this Agreement.
- 10.7 Pure IP will at the Customer's request, make available to the Customer all information required to demonstrate:
- (a) Pure IP's compliance with this Agreement;
 - (b) the compliance by each of its DP Sub-processors with the agreement between Pure IP and such DP Sub-processor referred to in Clause 10.9;
 - (c) the Customer's compliance with its obligations under this Agreement and/or with the Data Protection Legislation in relation to the engagement of a processor; and
 - (d) on reasonable notice during normal business hours allow the Customer, its statutory or regulatory auditors, and in each case their authorised agents, access to the information referred to in Clause 10.7 as the Customer may require in order to verify Pure IP's compliance with its obligations in relation to data processing under this Agreement. Unless the Customer has reasonable grounds to believe Pure IP has committed a material breach of this Clause 10, the Customer may not exercise its audit right more than once in any twelve-month period. The Customer shall use all reasonable endeavours to ensure that the conduct of any audit by the Customer or its authorised agents does not unreasonably disrupt Pure IP or its business. Any audit by the Customer or its authorised agents will be limited to an audit of the Personal Data and the processes relating to the Personal Data and will not include any information relating to any other customer of Pure IP or any other third party (other than a DP Sub-processor).
- 10.8 The Customer acknowledges and agrees that Pure IP may use third parties to process any Personal Data on behalf of the Customer pursuant to this Contract (each a "**DP Sub-processor**"). Pure IP will not appoint or replace any DP Sub-processor without giving the Customer not less than thirty days' prior notice of the proposed appointment of any DP Sub-processor.
- 10.9 If Pure IP directly sub-contracts the processing of any Personal Data to a DP Sub-processor Pure IP will enter into a written agreement with such DP Sub-processor and include in that agreement at least obligations on the DP Sub-processor which are equivalent to the obligations on Pure IP in relation to Personal Data under this Agreement.
- 10.10 Pure IP remains fully liable to the Customer for the performance of each of its DP Sub-processors and their sub-contractors in relation to processing Personal Data.
- 10.11 The Customer will:
- (a) comply with its obligations under the Data Protection Legislation which arise in relation to this Contract and use of the Services;

- (b) not do or omit to do anything which causes Pure IP to breach any of its obligations under the Data Protection Legislation; and
- (c) reimburse Pure IP for any reasonable costs reasonably incurred by Pure IP in performing its obligations under Clauses 10.4(g), 10.5, 10.6, 10.7(c) and 10.7(d), in each case except to the extent that such costs were incurred as a result of any breach by Pure IP of any of its obligations under this Clause 10 or Data Protection Legislation.

10.12 The Customer represents, warrants and undertakes to Pure IP that:

- (a) the Customer (and any sub-contractor of the Customer) has obtained the Personal Data in accordance with the Data Protection Legislation and has provided (or will provide) all necessary notices to data subjects whose personal data comprises part of the Personal Data (including an explanation of: (a) the basis on which the Personal Data is collected from the data subject or provided by the data subject and processed by Pure IP; and (b) the purpose of the processing of the Personal Data by Pure IP); and
- (b) it has (or will at the required time have) one or more valid grounds for Pure IP's (and any DP Sub-processors) processing of the Personal Data in accordance with this Contract

so that Pure IP's (and any DP Sub-processors') processing of the Personal Data in accordance with this Contract complies with the Data Protection Legislation.

10.13 Except as expressly provided in Clause 10.11(c) each Party will comply with its obligations in this Clause 10 at no additional charge or cost to the other Party.

10.14 The Customer agrees to indemnify Pure IP and keep Pure IP fully and effectively indemnified on demand in respect of any type of liability, loss, damage, claims, actions, charges, costs (including legal fees) and expenses incurred by Pure IP in connection with any breach by the Customer of this Clause 10

11. INTELLECTUAL PROPERTY RIGHTS

11.1 Except as expressly provided in this Agreement, Intellectual Property Rights shall remain the property of the Party creating or owning the same and nothing in this Agreement shall be deemed to confer any assignment or licence of the Intellectual Property Rights of one Party to the other Party.

11.2 Pure IP grants the Customer:

- (a) a limited non-exclusive and royalty free licence for the Term to use such of its Intellectual Property Rights as are strictly required by the Customer in relation to its receipt of Services as envisaged under this Agreement; and
- (b) a perpetual, irrevocable and royalty-free licence to use the Discovery Report for its own internal business purposes.

11.3 The Customer grants Pure IP a non-exclusive and royalty free licence to use such of its Intellectual Property Rights as are strictly required by Pure IP to meet its obligations under this Agreement and for the delivery of the Services.

12. CONFIDENTIALITY

12.1 Each Party agrees to keep in confidence all information (whether written or oral) of a confidential nature obtained under or in connection with this Agreement. Except as otherwise expressly provided for under this Agreement, neither Party shall without the written consent of the other Party disclose that information to any person other than:

- (a) their employees or professional advisers, auditors and bankers; and
- (b) the other Party's Affiliates, sub-contractors or suppliers.

12.2 Each Party acknowledges that:

- (a) where it is a receiving Party it shall restrict disclosure of Confidential Information relating to the other Party to those persons who have a reasonable need to know; and
- (b) Confidential Information shall be used solely for the purposes for which it was disclosed and to the extent necessary in order for the Party to fulfil its obligations under this Agreement.

12.3 The provisions of this Clause 12 shall not apply to:

- (a) any information which is in or which comes into the public domain otherwise than as a direct or indirect result of the information being disclosed in breach of this Agreement by the receiving Party or anyone to whom the receiving Party has disclosed the information; or
- (b) information which lawfully becomes available to the receiving Party from a third party free from any confidentiality restriction prior to its disclosure; or
- (c) information that is or has been developed independently by or for the receiving Party without use or knowledge of the Confidential Information; or
- (d) information that the Parties agree in writing is not Confidential Information.

12.4 A Party may disclose Confidential Information to the minimum extent required pursuant to a statutory obligation, the order of a court of competent jurisdiction or that of a competent tax or other regulatory authority or pursuant to its governmental reporting obligations, provided that to the extent possible:

- (a) the receiving Party has first notified the disclosing Party in writing of the full circumstances and what Confidential Information is to be disclosed;
- (b) the receiving Party has obtained assurances as to confidentiality from the body to which the Confidential Information is to be disclosed;
- (c) the disclosing Party has had the opportunity to object to such disclosure; and
- (d) the receiving Party cooperates with the disclosing Party in bringing any legal or other proceedings to challenge the validity of the requirement to disclose.

12.5 This Clause 12 shall survive termination of this Agreement, however arising.

13. LIMITATION OF LIABILITY

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

- (a) for death or personal injury caused by that Party's negligence; or

- (b) for fraud or fraudulent misrepresentation; or
 - (c) the extent that such liability cannot be excluded or limited under applicable law.
- 13.2 Subject to Clause 13.1, neither Party shall be liable under or in connection with this Agreement, whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation or otherwise for any consequential, special, incidental or indirect losses.
- 13.3 Subject to Clauses 13.1 and 13.2:
- (a) The Customer's aggregate liability under or in connection with a breach of (howsoever arising whether in contract, tort including negligence, breach of statutory duty or otherwise)
 - (b) Subject to clause **Error! Reference source not found.** each Party's aggregate liability under or in connection with this Agreement (howsoever arising whether in contract, tort including negligence, breach of statutory duty or otherwise) in respect of all events arising in each Contract Year shall not exceed a sum equal to one hundred per cent (100%) of the Fees paid and payable in respect of such Contract Year.
- 13.4 The Parties agree that the provisions set out in this Agreement are in lieu of and exclude all other conditions, warranties, terms, undertakings and obligations implied by law, custom, trade usage, course of dealing or otherwise as to merchantability, satisfactory quality, fitness for any particular purpose or freedom to use and all such conditions, warranties, terms, undertakings and obligations are hereby excluded to the maximum extent permitted by law.
- 13.5 The Parties expressly agree that should any limitation or provision contained in this Clause 13 be held to be invalid under any applicable statute or rule of law it shall to that extent be deemed omitted but without effect to the remainder of the provisions and if any Party thereby becomes liable for loss or damage which would otherwise have been excluded such liability shall be subject to the other limitations and provisions set out herein.
- 13.6 The Customer shall indemnify and hold harmless Pure IP, and all of Pure IP's Affiliates (and their respective officers, directors, employees, agents, and representatives) from and against any Costs arising out of or related to or in connection with a claim of any kind against Pure IP and/or an Affiliate of Pure IP (and their respective officers, directors, employees, agents, and representatives) in relation to or in connection with this Agreement by any Customer Affiliate.

14. TERM AND TERMINATION

- 14.1 This Agreement shall commence on the Commencement Date and shall continue unless terminated in accordance with the provisions contained within this Clause 14 or if expressly provided for elsewhere in the Agreement (the "**Term**").
- 14.2 Pure IP may terminate this Agreement at any time on no less than thirty (30) days' advance written notice to the Customer.
- 14.3 Either Party may terminate the Agreement immediately by notice in writing to the other Party if:
- (a) the other Party is Insolvent; or
 - (b) the other Party ceases to carry on business; or

- (c) the other Party commits a material breach of the Agreement which is capable of being/ remedied and does not remedy such breach within thirty (30) days of written notice requiring it to do so (such notice must state that the Agreement will be terminated if the breach is not remedied) and any such termination shall take effect either immediately or at such other date as may be specified in the written notice; or
- (d) the other Party commits a material breach of the Agreement which is not capable of being remedied within the time period specified in Clause 14.3(c).

15. CONSEQUENCES OF TERMINATION

15.1 On the effective date of termination;

- (a) all payments payable to Pure IP under this Agreement shall become due immediately on termination of this Agreement howsoever arising, despite any other provision. This Clause is without prejudice to any right to claim for interest under the law, or any such right under this Agreement;
- (b) all licences granted pursuant to this Agreement shall automatically terminate unless expressly stated otherwise; and
- (c) the Customer shall promptly return the Pure IP Equipment to Pure IP or to such other location in the United Kingdom as Pure IP may specify.

15.2 The termination of this Agreement, for whatever cause shall not affect any provision of this Agreement which is expressed to survive or operate in the event of termination including Clauses 2, 5, 6, 8, 9, 10, 10.1, 12, 13, 14, 15, 18 and 19 of this Agreement and shall not prejudice or affect the rights of any Party against the other in respect of any breach of this Agreement, or in respect of any monies payable by any one Party to another in respect of any period prior to termination.

16. FORCE MAJEURE

16.1 Pure IP 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 Pure IP or any other party), failure of a utility service, network or transport 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 Pure IP's sub-contractors; acts or omissions of local or central government or of other competent authorities; or act or omissions of a person for whom a Party is not responsible; or any other cause whether similar or dissimilar outside its control.

17. DISPUTE RESOLUTION PROCEDURE

17.1 The Parties shall attempt, in good faith, to resolve any Dispute promptly by negotiation in good faith. If the Parties are unable, or fail, to resolve the Dispute within twenty one (21) days of the Dispute

being raised (or such other time period as the Parties may reasonably agree), either Party may commence or continue court proceedings in respect of such unresolved Dispute or issue.

- 17.2 Nothing in this Clause 17 shall prevent either Party from instigating legal proceedings where an order for an injunction, disclosure or legal precedent is required.

18. NON-SOLICITATION OF PERSONNEL

- 18.1 The Customer shall not, without the prior written consent of Pure IP, at any time from the date of this Agreement to the expiry of six (6) months after the completion of the Services, solicit or entice away from Pure IP or employ or attempt to employ any person who is, or has been, engaged as an employee or sub-contractor of Pure IP.
- 18.2 Any consent given by Pure IP in accordance with Clause 18.1 shall be subject to the Customer paying to Pure IP a sum equivalent to twenty per cent (20%) of the then current annual remuneration of Pure IP's employee or sub-contractor or, if higher, twenty per cent (20%) of the annual remuneration to be paid by the Customer to such employee or sub-contractor.

19. GENERAL TERMS

- 19.1 Assignment. The Customer shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement. Pure IP may at any time assign, transfer, mortgage, charge or deal in any other manner with any or all of its rights and obligations under this Agreement, provided that Pure IP gives prior written notice to the Customer.
- 19.2 Contracts (Rights of Third Parties) Act 1999. Except where expressly stated otherwise, 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.
- 19.3 No Partnership. Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, make either Party the agent of the other Party, nor authorise either Party to enter into commitments for or on behalf of the other Party.
- 19.4 Entire Agreement. This Agreement, together with the documents referred to in it, is the entire agreement between the parties, superseding all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to the subject matter.
- 19.5 Variation. A variation of this Agreement shall not be effective unless in writing and signed by both Parties (or their authorised representatives).
- 19.6 Notices. All notices shall be in writing and shall be deemed to have been duly given when delivered by hand, posted by pre-paid first class post or sent by fax or email to the intended recipient. Notices sent by fax shall be deemed received the first business day following such delivery or sending, and notices which have been posted as above shall be deemed received on the second business day following posting. Notices sent by email shall be deemed received when acknowledged.
- 19.7 Waiver. Failure or neglect by either Party at any time to enforce any of the terms of this Agreement shall not be a waiver of that Party's rights and shall not prejudice its rights to take action in respect of the same or any later breach.

- 19.8 Severability. If any provision of this Agreement (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force. 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 the minimum modification necessary to make it legal and enforceable.
- 19.9 Governing Law. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law. The Parties irrevocably agree that the courts of England and Wales shall 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).

Annex A

1. The subject matter of the personal data (summary description)
Contact information relating to users of the Service and the Customer's employees.
2. Duration of the processing of the personal data
The processing will continue for the duration of this Contract.
3. The purpose and nature of the processing of the personal data
The personal data will be processed in order to provide the Services and the Discovery Report
4. A description of the types of personal data
The personal data will be business email addresses, telephone numbers, job titles, first names, surnames and IP addresses.
5. A description of the categories of data subjects
The data subjects will be Customer's employees and independent contractors.
6. The obligations and rights of the Customer as controller.
As set out in this Agreement.