



Microsoft licensing Terms of Business

1. AGREEMENT. As referred to herein, "Agreement" means this Microsoft Hosted Services Agreement. This Agreement sets forth the terms and conditions that apply to the Microsoft licensing services.

2. SERVICES. All Office 365 licenses and any additional Microsoft licensing services that we make available to you through our website at <https://www.conversant.technology>, including any related support services or documentation we may provide, are collectively referred to in this Agreement as the "Hosted Services". We reserve the right to modify the Hosted Services at any time and without advance notice. Content used in connection with a prior version of the Hosted Services may be incompatible with a subsequent version.

3. CUSTOMER CONTRACTED TERM. The contracted term per customer instance ("customer contract") is specified within the customer acceptance ("Order") and unless is explicitly agreed in writing is for a continuous term of 12 consecutive months. Conversant Technologies will extend the Customer Contracted Term for a further term of 12 months, unless termination of the "customer contract" is received 3 months prior to the expiration date.

4. CUSTOMER ORDER. By ordering from us you agree you've read and accepted these terms. By accepting and paying the invoice from Conversant Technologies you have agreed to "order" as outlined within the invoice and you agree and accept these terms

5. SUSPENSION AND TERMINATION BY Conversant Technologies. We may immediately (and without prior notice) suspend or terminate all or part of the Hosted Services by sending you a written notice of termination if one or more of the following occurs: (i) we discover that you provided us with false information when you registered for Hosted Services, or that you lacked the capacity to enter into this Agreement at the time of its consummation; (ii) we determine, in our sole discretion, that your use of the Hosted Services poses a threat to the security or performance of our network

or to any of our clients or suppliers; (iii) we determine, in our sole discretion, that your use of the Hosted Services is illegal, or that it misappropriates or infringes the property rights of a third party; (iv) we reasonably believe that your use of the Hosted Services has or will subject Conversant Technologies to civil or criminal liability; (v) you become the subject of an involuntary or voluntary bankruptcy or similar proceeding, or you assign all or substantially all of your assets for the benefit of creditors; (vi) you fail to make any payment when due or if your credit card is declined; (vii) you use cloud resources in an attempt to gain unauthorized access to computer systems (i.e., “hacking”); or (viii) you breach any of the other terms and conditions in this Agreement.

6. TERMINATION BY YOU. You may terminate this Agreement at any time and for any reason (or no reason at all) by providing us with a written notice of termination in accordance with the notice. Termination of this agreement does not in any way terminate the obligations of the “customer contract” or the “customer contracted term”

7. EFFECT OF SUSPENSION AND TERMINATION. (a) SUSPENSION. The Hosted Services will be unavailable in whole or in part during any suspension and you may not have access to your data. Fees may continue to accrue during a suspension, and we may charge you a reinstatement fee following any suspension of your Hosted Services. (b) TERMINATION. Effective immediately upon the termination of this Agreement, the Hosted Services will no longer be available to end customers and we will permanently erase all data stored on the Infrastructure. All Confidential Information and Documentation, including all copies thereof, must be returned to us or permanently destroyed. On our written request, you agree to certify in writing that you are no longer in possession of any Confidential Information or Documentation.

8. AMENDMENTS. Except as provided in this Section 7, no amendment to this Agreement will be effective unless it is in writing and signed by both parties. Amendments to this Agreement will become effective upon the earlier to occur of (i) your acceptance of the amended terms, or by clicking an acceptance link provided in an email we send to you; or (ii) thirty (30) days after Conversant Technologies provides you with notice of the amendment. Your continued use of the Hosted Services after the effective date of an amendment to this Agreement will be deemed to be your acceptance of that amendment.

9. FEES, PAYMENT PROCESSING AND BILLING. (a) You agree to pay all fees for the Hosted Services at the applicable rate set forth in our All fees for Hosted Services are payable in British Pound Sterling (£) unless otherwise stated and agreed and will be charged monthly in advance via Direct Debit. In our discretion, we may charge your Direct Debit account once per month or more frequently if we determine it is warranted by the fees you incur. The calculation of all fees for Hosted Services will be based solely on our records and data. Fees for a particular Hosted Services will begin to accrue when the Hosted Services Instance is associated with your Hosted Services account. You are solely responsible for all fees relating to Hosted Services Instances that are associated with your Hosted Services account and for any fees that you incur until they are deactivated. You are solely responsible for fees incurred by customers that you introduce to our Hosted Services and you are responsible for making the correct credit checks and viability checks on those customers. Fees that are not disputed within sixty (60) days of the date on which they are charged will be conclusively deemed to be accurate. If for any reason we cannot process your Direct Debit or you fail

to make a payment, you agree to pay our costs of collection, including all reasonable attorneys' fees and expenses. We may charge interest on overdue fees at the lesser of 2% per month or the maximum rate permitted by law. It is your sole responsibility to provide accurate billing contact information and to notify us of any changes to your billing contact information (b) FEE INCREASES. We may increase your fees for the Hosted Services on thirty (30) days' prior notice sent (c) PAYMENT PROCESSING. Direct Debit payments will be processed by a third-party card processing company who is subject to a written agreement with us. That agreement requires the processing company to use adequate security and confidentiality measures to protect your payment information. All payment information that you provide will be transmitted directly to the card processing company over a secure connection. We will not record your banking details. However, this information may be stored by the processing company in the normal course of its business, or as required or authorized by law, statute, regulation, or BACS Payment Industry standard. (d) BILLING. We may, in our sole discretion, elect to bill you for the Hosted Services in accordance with a pre-existing billing arrangement that you have with us for another service we provide under a separate agreement. If we do not agree in writing to bill your Hosted Services fees in accordance with a pre-existing billing arrangement between us, if any, you must submit and keep on file a valid Direct Debit Mandate that we will process to pay your Cloud Service fees no less than once per month as provided in this Section 8.

10. TAXES. You agree to pay all taxes on the Hosted Services that we are required by law to collect, including transaction, local, value-added, sales, and service taxes.

11. FEES FOR UNAUTHORIZED USE. You are required to pay all fees for Hosted Services accessed through your account, including all fees resulting from unauthorized use.

12. DISCLAIMERS. (a) all goods and services are provided "as-is". except as expressly required by law without the possibility of contractual waiver, we and our service suppliers and licensors disclaim all warranties, express and implied, including the warranties of merchantability, fitness for a particular purpose, non-infringement, title, and any warranties arising from a course of dealing, usage or trade practice. you are solely responsible for the suitability of all goods and services chosen and for determining whether they meet your capacity, performance and scalability needs. (b) we and our service suppliers and licensors do not warrant that the hosted services will be uninterrupted, error-free, completely secure, or that all defects will be corrected. you acknowledge that we do not control or monitor the transfer of data over the internet, and that internet accessibility carries with it the risk that your privacy, confidential information and property may be lost or compromised.

13. LIMITATION OF DAMAGES. Except as expressly required by law without the possibility of contractual waiver (a) neither we nor any of our employees, agents, representatives, service suppliers, or licensors, will be liable for any punitive, indirect, consequential or special damages, or for any lost profits, lost data, lost business, lost revenues, damage to goodwill, lost opportunities or loss of anticipated savings, even if advised of the possibility of same, and regardless of whether the claims are based in contract, tort, strict liability, infringement, or any other legal or equitable theory; and (b) the aggregate liability of us and our employees, agents and representatives to you under any theory of liability, whether in contract, tort, strict liability or otherwise, will not exceed the total amount you actually paid to us for

the hosted services during the three-month period immediately preceding the month in which the first event giving rise to your claim(s) occurred.

14. INDEMNIFICATION. You agree to indemnify, defend and hold Conversant Technologies and its employees, agents, shareholders, officers, directors, successors and assigns harmless from and against any and all claims, damages, liabilities, costs, settlements, penalties and expenses (including attorneys' fees, expert's fees and settlement costs) arising out of or relating to any suit, action, proceeding, arbitration, subpoena, claim or demand brought or asserted by a third party pursuant to any theory of liability against Conversant Technologies arising out of or relating to any one or more of the following: (i) a breach by you of this Agreement; (ii) the use of the Hosted Services by you or your end users, or any Content or information on the Hosted Services; (iii) the alleged or actual infringement or misappropriation of any intellectual property right or other proprietary right by you, or by your agents, representatives or end users; (iv) your relationship with the manufacturer of any software installed or stored on the Hosted Services; or (v) your failure to use reasonable security precautions. We will provide you with written notice of the existence of any basis for indemnification and we will select our defense counsel. You will have the right to approve any settlement, but you may not unreasonably withhold your approval. You agree to indemnify us from all costs, expenses and liabilities as they become due.

15. SOFTWARE. we will provide you with access to certain software products as part of the hosted services. we make no representations or warranty whatsoever regarding any software product or related support services that we may provide and, as between you and us, such products and related support services are provided "as is." you are not granted any title or intellectual property rights in or to any software provided as part of the hosted services, and you may only use that software in connection with the hosted services as permitted under this agreement. your acceptance or use of software provided as part of the hosted services is deemed to be an acceptance by you of the license or other agreement that governs the use of that software. you shall not (i) copy any software; (ii) remove, modify, or obscure any copyright, trademark or other proprietary rights notices that appear on any software or appear during its use; or (iii) reverse engineer, decompile or disassemble any software.

16. MAINTENANCE; SERVICE MODIFICATIONS AND DISCONTINUANCE. In addition to our right to suspend or terminate the Hosted Services, we may suspend all or part of the Hosted Services without liability or prior notice to you (i) in order to maintain (i.e., modify, upgrade, patch, or repair) our Infrastructure or any Cloud Servers; (ii) as we determine may be required by law or regulation; or (iii) as we determine to be necessary to protect our Infrastructure and clients from unauthorized access or an attack on the Hosted Services. Notwithstanding the foregoing, we will endeavor in good faith to provide you with advance notice of any suspension or termination.

17. HIGH RISK USE. You may not use the Hosted Services for any application where a failure of those Hosted Services could result in death, serious injury, environmental damage or property damage. Examples of prohibited uses include medical life support devices, water treatment facilities, nuclear facilities, weapons systems, chemical facilities, mass transportation, aviation and flammable environments. You acknowledge that we make no assurances that the Hosted Services are suitable for any high-risk use.

18. **GOVERNING LAW.** This Agreement shall be governed and construed in accordance with English law, and the Parties irrevocably agree to the exclusive jurisdiction of the English courts.

19. **INTELLECTUAL PROPERTY.** This agreement does not convey to either of us any ownership right or license to use, sell, exploit, copy or further develop the other party's confidential information or intellectual property, including patents, copyrights, trademarks, trade names and trade secrets. we have the exclusive right and title to any intellectual property developed by us during and in connection with providing the hosted services to you. (a) Conversant Technologies content - the hosted services may include various utility and deployment scripts, customizations to templates, code extending the functionality of third-party applications licensed to us, printed and electronic documentation, and other data that we have or may develop at our own expense before and during the term (the "conversant technologies content"). subject to your compliance with this agreement, we grant to you a limited, non-exclusive, non-transferable, worldwide, royalty-free license to use conversant technologies content during the term solely to access and use the hosted services in accordance with the terms and conditions of this agreement. you may not translate, reverse engineer, decompile, disassemble, rent, lease, assign, transfer, redistribute, or sublicense any conversant technologies content. (b) Conversant Technologies trademarks - subject to our prior written approval as to form, content, use, and appearance, you may only use our trademarks, service marks, service or trade names, logos, and other designations in accordance with any trademark guidelines that we may publish on the hosted services website from time to time.

20. **RELATIONSHIP OF THE PARTIES.** We on one hand, and you on the other, are each independent parties. This Agreement and any transaction under it does not create an agency, joint venture, or partnership between us and you. We do not have a landlord-tenant relationship with you, and we are not your bailee or warehouseman with respect to any data or Content. You have no right to access our premises or datacentres and no right to possess or own any IP address, software, license, server hardware or other equipment included in the Hosted Services.

21. **ASSIGNMENT.** You may not without the prior written consent of the Conversant Technologies (such consent not to be unreasonably conditioned, withheld or delayed) transfer or assign any or all of your obligations under this Agreement. You are entering into this Agreement as principal not agent and may not enforce any rights under or in connection with this Agreement for the benefit of any other person.

22. **NOTICES.** (a) **FROM US.** Except as otherwise provided herein, notices we send to you under this Agreement must be sent by email to the email address included in your Hosted Services profile at the time we send our notice. You are responsible for keeping your email address current and accurate at all times. Any notice we send to the then-current email address in your Hosted Services profile will be deemed to be received when it is sent even if you do not actually receive it. (b) **FROM YOU.** Except as otherwise provided herein, notices you send to us under this Agreement must be in writing and sent at your own cost either (i) by email to accounts@conversant.technology; or (ii) by certified mail, return receipt requested, or nationally recognized courier (e.g., FedEx or U.P.S.) with a signature required to the following address: Conversant Technologies 3 Portwall Lane, Bristol BS1 6NB.

(c) WHEN EFFECTIVE. A notice under this Agreement is effective when received. An email notice under this Agreement will be deemed received when sent. All other notices will be deemed received when signed for as indicated by the signed delivery receipt.

23. REPRESENTATIONS. You represent and warrant to us that (i) the information you provide in connection with your registration for Hosted Services is accurate and complete; (ii) no Content on the Cloud Servers is illegal, defamatory, malicious, harmful, or discriminatory based on race, sex, religion, nationality, disability, sexual orientation, or age; (iii) you accurately and adequately disclose how you collect and treat data collected from visitors to any Website or users of any Application on the Cloud Servers; (iv) your use of the Hosted Services will comply with all applicable laws, rules and regulations; (v) you will not attempt to circumvent or disable any of the security-related, management, or administrative features of the Hosted Services; (vi) you have obtained all consents and licenses required for both of us to legally access and use all software you place on the Cloud Servers without infringing any ownership or intellectual property rights; (vii) the execution and delivery of this Agreement will not conflict with or violate any provision of your charter, by-laws or other governing documents; and (viii) you have otherwise taken all necessary steps to legally execute this Agreement.

24. NEUTRAL INTERPRETATION. This Agreement will be construed and interpreted in a neutral manner. No rule of construction or interpretation will apply against either you or us.

25. FORCE MAJEURE. If the performance of any part of this Agreement, other than the payment of money, is prevented or delayed by reason of an act of God, act of war, act of terrorism, fire, governmental action, labor dispute or other cause beyond the performing party's control, then that party will be excused from performance for the length of that prevention or delay.

26. CONFIDENTIALITY. If the parties have entered into a separate agreement that includes restrictions on the use or disclosure of confidential information, and one of confidentiality provisions conflicts with a confidentiality provision in this Agreement, the provision that affords a greater level of protection to the disclosing party will control and be enforced to the maximum extent permitted by law. (a) CONFIDENTIAL INFORMATION. As used in this Agreement, "Confidential Information" means (i) with respect to us, server configurations, software configurations, proprietary information, proprietary technology, proprietary software, audit reports, information regarding product development, information regarding Conversant Technologies data centres, and information contained in manuals, proposals or memoranda; (ii) with respect to you, non-public Content transmitted to or from, or stored on, the Cloud Servers; and (iii) with respect to both of us, information that is conspicuously marked as "confidential" or "proprietary," information disclosed verbally that is designated as "confidential" or "proprietary" at the time of disclosure, and information that, by its nature, would reasonably be considered as confidential to any other person, firm or corporation. (b) EXCLUSIONS. Confidential Information does not include (i) information that is independently developed by a non-disclosing party without the use of the disclosing party's Confidential Information as shown by the non-disclosing party's written business records; (ii) information that is known by a non-disclosing party prior to disclosure by the disclosing party as shown by the non-disclosing party's written business records; or (iii) information that is or becomes generally available to the non-

disclosing party or the public other than through a violation of this Agreement. (c) RESTRICTIONS ON USE AND DISCLOSURE. A party shall not disclose the other party's Confidential Information except (i) on a need-to-know basis, to its agents, employees and representatives who are bound by confidentiality restrictions at least as stringent as those stated in this Agreement; or (ii) as required by law, governmental regulation or requirement, court order, or subpoena, in which case and subject to applicable law, the non-disclosing party shall provide prompt notice to the disclosing party so that the disclosing party may seek a protective order or other appropriate remedy. A party shall not use Confidential Information except as required to perform its obligations under this Agreement. (d) STANDARD OF CARE. Each party shall use the same degree of care to protect the other party's Confidential Information that it uses to protect its own highly confidential information from unauthorized disclosure, but in no event shall either party use less than a commercially reasonable degree of care. The non-disclosing party shall notify the disclosing party promptly upon its discovery of any unauthorized use or disclosure of Confidential Information by the non-disclosing party's employees, representatives, or agents, and will use commercially reasonable efforts to cooperate with the disclosing party to regain possession of all Confidential Information and to prevent any further unauthorized use or disclosure.

27. SUBCONTRACT. We may subcontract any portion of the Hosted Services to a third-party contractor, provided that we will remain fully responsible to you for the Hosted Services pursuant to this Agreement. Any subcontractor will be deemed to be an independent contractor and not our partner, agent, or employee. We may collect and report anonymous information regarding your use of the Hosted Services to our subcontractors, licensors or suppliers as required to provide you with the Hosted Services.

28. DEFINITIONS. (a) "Application" means software that performs a specific task, as opposed to an operating system, which runs a computer or server. (b) "Business day" means Monday through Friday, except Public Holidays. (c) "Cloud Server" means an unmanaged Virtual Server that is running on the Infrastructure. (d) "Documentation" means any written materials that we may provide to you regarding or relating in any way to the Hosted Services, including any printed or digital materials. (e) "Infrastructure" means the datacentres, security devices, cables, routers, switches, hosts, compute nodes, physical servers, and other equipment that we use to host Virtual Servers. (f) "Virtual Server" means one of any number of isolated server emulations running on a single physical server located on the Infrastructure.

29. MISCELLANEOUS. The headings in this Agreement are solely for convenience of reference and will not affect its interpretation. This Agreement does not create any third-party beneficiary rights. If any term, provision, covenant, or condition of this Agreement is held invalid or unenforceable in a valid legal proceeding, that term or provision may be modified only to the extent necessary for enforcement, that term or provision will be enforced to the maximum extent permitted by law, and the rest of this Agreement will remain in full force and effect and will in no way be affected or invalidated. No waiver of any provision of this Agreement will be effective unless in writing signed by the waiving party, and no delay or failure to exercise or enforce any right or remedy hereunder will constitute a waiver of that right or remedy. Express waiver of any right or remedy in a particular instance will not constitute a waiver of that right or remedy in any other instance, or a waiver of any other right or remedy. The word "including" is a term of expansion, not limitation. Unless otherwise indicated, all references to a day are references to a calendar day and all references to a time of day are references to the time in London, England, UK.

30. SCOPE OF AGREEMENT; ENTIRE AGREEMENT. This Agreement constitutes the final and entire agreement between the parties regarding its subject matter, and it supersedes all other oral or written agreements or policies relating thereto. If there is a conflict between or among any of the parts of this Agreement, they will govern in the following order: an addendum signed by both parties, and the Hosted Services Agreement. Additional or different terms in any written communication from you, including any purchase order or request for Hosted Services, are void.