

Salus3 Cloud Master Subscription Agreement

(Revision May 2024)

This Agreement ("Agreement") is between 8bits1byte Limited ("Provider") and the organisation agreeing to these terms ("Customer"). This Agreement governs access to and use of the Salus3 Cloud Platform ("Services").

THIS AGREEMENT GOVERNS YOUR USE OF THE SALUS3 CLOUD PLATFORM. IF YOU REGISTER FOR A TRIAL OF SALUS3 CLOUD OR FOR FREE SERVICES, THE APPLICABLE PROVISIONS OF THIS AGREEMENT WILL ALSO GOVERN THAT FREE TRIAL OR THOSE FREE SERVICES.

BY ACCEPTING THIS AGREEMENT, EITHER BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT OR BY SIGNATURE HEREUPON BY AN AUTHORISED SIGNATORY OR BY USING SUCH SERVICES, YOU AGREE TO THE TERMS OF THIS AGREEMENT.

IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

YOU may not access the Services if YOU are a direct competitor of 8bits1byte Limited, except with OUR prior written consent. In addition, YOU may not access the Services for purposes of monitoring the availability, performance or functionality, or for any other benchmarking or competitive purposes.

This Agreement was last updated on 27 MAY 2024.

It is effective between the Customer and the Provider as of the date of the Customer accepting this Agreement.

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1. Our Responsibilities.

a. **Provision of Purchased Services.** 8bits1byte Limited will

- i. make the Services and Content available to the Customer pursuant to this Agreement, any other commercial Agreement that may exist between the Customer and the Provider and any applicable Order Forms,
- ii. provide applicable standard support for the Services to the Customer at no additional charge. See section 2(f) for what is included within standard support,
- iii. use commercially reasonable efforts to make the online Services available 24 hours a day, 7 days a week, except for:

- planned downtime (of which We shall give advance electronic notice), and
 - any unavailability caused by circumstances beyond OUR reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labour problem (other than one involving 8bits1byte Limited employees), Internet service and/or third party provider failure or delay, Non-Salus3 Cloud Application, or denial of service attack.
- b. **Protection of Your Data.** We will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Customer Data by 8bits1byte Limited personnel except
- i. to provide the Purchased Services and prevent or address service or technical problems,
 - ii. as compelled by law in accordance with Section 8(c) (Compelled Disclosure) below, or
 - iii. as Customer expressly permits in writing. Where Customer use of the Services includes the processing of personal data (as described in the EU Data Protection Directive 95/46/EC) within the European Economic Area (EEA), except in respect of any usage during a Trial, the terms of the Salus3 Cloud data processing addendum ("DPA") shall apply to such processing, and are hereby attached to the DPA, when and as applicable, Customer signing of this Agreement shall be treated as Customer signature of the Standard Contractual Clauses and Appendices.
- c. **OUR Personnel.** We will be responsible for the performance of our personnel (including 8bits1byte Limited employees and contractors) and their compliance with our obligations under this Agreement, except as otherwise specified herein.
- d. **Beta Services.** From time to time, we may make Beta Services available to you at no charge. You may choose to try such Beta Services or not in your sole discretion. Beta Services are intended for evaluation purposes and not for production use, are not supported, and may be subject to additional terms. Beta Services are not considered "Services" under this Agreement, however, all restrictions, our reservation of rights and Customer obligations concerning the Services, and use of any related Non-Salus3 Cloud Applications and Content, shall apply equally to Customer use of Beta Services. Unless otherwise stated, any Beta Services trial period will expire upon the earlier of one year from the trial start date or the date that a version of the Beta Services becomes generally available without the applicable Beta Services designation. We may discontinue Beta Services at any time in our sole discretion and may never make them generally available. We will have no liability for any harm or damage arising out of or in connection with a Beta Service.

2. Services.

- a. **Provision of Services.** Customer and users of Customer's Services account ("**End Users**") may access and use the Services in accordance with this Agreement.
- b. **Usage Limits.** Services and Content are subject to agreed limits, including, for example, the total number of users and allocated disk space specified in Order Forms and Documentation. Unless otherwise specified,
- i. a quantity in an Order Form refers to total number of staff/user accounts, and the Service or Content generated may not exceed that number of accounts, and

- ii. a User's password may not be shared with any other individual. If you exceed a contractual limit, we will work with you to seek to reduce your usage so that it conforms to that limit. If, notwithstanding our efforts, you are unable or unwilling to abide by a contractual limit, you will execute an Order Form for additional quantities of the applicable Services, Users or Content promptly upon our request, and/or pay any invoice for excess usage in accordance with Section 6(a).
- c. **Facilities and Data Processing.** 8bits1byte Limited will use, at a minimum, industry standard technical and organisational security measures to transfer, store and process Customer Data. These measures are designed to protect the integrity of Customer Data and guard against the unauthorised or unlawful access to, use and processing of Customer Data. The Customer agrees that 8bits1byte Limited may transfer, store and process Customer Data in the United Kingdom and Europe. Customer Data will be subject to EU Data Protection Laws and is processed by 8bits1byte Limited as a data processor acting on the Customer's behalf (as a data controller). "**Customer Data**" means Stored Data and Account Data. "**Stored Data**" means the files and structured data submitted to the Services by the Customer or End Users. "**Account Data**" means the account and contact information submitted to the Services by the Customer or End Users.
- d. **Modifications to the Services.** 8bits1byte Limited may update the Services from time to time. If 8bits1byte Limited changes the Services in a manner that materially reduces their functionality, 8bits1byte Limited will inform Customer via the email address associated with the account.
- e. **Beta Services.** 8bits1byte Limited may provide features or products that we are still testing and evaluating. These products and features are identified as alpha, beta, preview, early access or evaluation (or words or phrases with similar meanings) (collectively "**Beta Services**"). Notwithstanding anything to the contrary in this Agreement, the following terms apply to all Beta Services: (a) you may use or decline to use any Beta Services; (b) Beta Services may not be supported and may be changed at any time without notice to you; (c) Beta Services may not be as reliable or available as Salus3 Cloud; (d) Beta Services have not been subjected to the same security measures and auditing to which Salus3 Cloud has been subjected; and (e) 8BITS1BYTE LIMITED WILL HAVE NO LIABILITY ARISING OUT OF OR IN CONNECTION WITH BETA SERVICES - USE AT YOUR OWN RISK.
- f. **Support.** Support is available via our ticket system and dedicated support email address. We do not offer a telephone-based support team. Support is available 9:30AM – 5PM Monday to Friday, except bank and public holidays. Guidance and training materials are available in our online knowledgebase and YouTube channel and are provided at no additional cost. Additional training can be arranged at current rates.
- g. **Data Migration.** Data migration is not included in our standard rates. Data migration services are available and will be quoted on a project basis based on the quantity of data and customer requirements. If the customer is providing Extract and Transform (as in collating their own data and providing it in a format to be directly imported into Salus3 Cloud), the customer is responsible for testing all data prior to migration. Any migration failures as a result of Extract and Transform errors are solely down to the Customer and become a chargeable item should the Customer wish 8bits1byte Limited staff to rectify.

3. Customer Obligations.

- a. **Compliance.** Customer is responsible for use of the Services by its End Users. Customer and its End Users must use the Services in compliance with the Acceptable Use Policy. Customer will obtain from End Users any consents necessary to allow Administrators to engage in the activities described in this Agreement and to allow 8bits1byte Limited to provide the Services. Customer will comply with laws and regulations applicable to Customer's use of the Services, if any.

- b. **Customer Administration of the Services.** The Customer may specify End Users as **"Administrators"** through the Organisation Admin area. Administrators may have the ability to access, disclose, restrict or remove Customer Data in or from Services accounts. Administrators may also have the ability to monitor, restrict or terminate access to Services accounts. 8bits1byte Limited responsibilities do not extend to the internal management or administration of the Services. The Customer is responsible for: (i) maintaining the confidentiality of passwords and Administrator accounts; (ii) managing access to Administrator accounts; and (iii) ensuring that Administrators' use of the Services complies with this Agreement.
- c. **Unauthorised Use & Access.** Customer will prevent unauthorised use of the Services by its End Users and terminate any unauthorised use of or access to the Services. The Services are not intended for End Users under the age of 13. Customer will ensure that it does not allow any person under 13 to use the Services. Customer will promptly notify 8bits1byte Limited of any unauthorised use of or access to the Services.
- d. **Restricted Uses.** Customer will not (i) sell, resell or lease the Services; (ii) use the Services for activities where use or failure of the Services could lead to physical damage, death or personal injury; or (iii) reverse engineer the Services, nor attempt nor assist anyone else to do so, unless this restriction is prohibited by law.
- e. **Third-party Requests.**
 - i. **"Third-party Request"** means a request from a third party for records relating to an End User's use of the Services including information in or from an End User or Customer's Services account. Third-party Requests may include valid search warrants, court orders or subpoenas, or any other request for which there is written consent from End Users permitting a disclosure.
 - ii. Customer is responsible for responding to Third-party Requests via its own access to information. Customer will seek to obtain information required to respond to Third-party Requests and will contact 8bits1byte Limited only if it cannot obtain such information despite diligent efforts.
 - iii. 8bits1byte Limited will make commercially reasonable efforts, to the extent allowed by law and by the terms of the Third-party Request, to: (A) promptly notify Customer of 8bits1byte Limited receipt of a Third-party Request; (B) comply with Customer's commercially reasonable requests regarding its efforts to oppose a Third-party Request; and (C) provide Customer with information or tools required for Customer to respond to the Third-party Request (if Customer is otherwise unable to obtain the information). If Customer fails to promptly respond to any Third-party Request, 8bits1byte Limited will not do so.

4. Suspension

- a. **Of End User Accounts by 8bits1byte Limited.** If an End User (i) violates this Agreement or (ii) uses the Services in a manner that 8bits1byte Limited reasonably believes will cause it liability, then 8bits1byte Limited may request that Customer suspend or terminate the applicable End User account. If Customer fails to promptly suspend or terminate the End User account, then 8bits1byte Limited may do so.
- b. **Security Emergencies.** Notwithstanding anything in this Agreement, if there is a Security Emergency then 8bits1byte Limited may automatically suspend use of the Services. 8bits1byte Limited will make commercially reasonable efforts to narrowly tailor the suspension as needed to prevent or terminate the Security Emergency. **"Security Emergency"** means: (i) use of the Services that do or could disrupt the Services, other customers' use of the Services, or the infrastructure used to provide the Services and (ii) unauthorised third-party access to the Services.

- c. **Non-Payment.** 8bits1byte Limited will send a notification to the email address held on file when invoices become overdue for payment. Should full payment not be received by the invoice payment due date, 8bits1byte Limited reserves the right to suspend all access to the Services until full payment received. A re-activation charge maybe applicable upon account re-activation.
- d. **Re-activation Charge.** Where Customer access to Services are suspended by 8bits1byte Limited due to non-payment, a re-activation charge will be applicable, as defined in section (6)f.

5. Intellectual Property Rights.

- a. **Reservation of Rights.** Except as expressly set forth herein, this Agreement does not grant (i) 8bits1byte Limited any Intellectual Property Rights in Customer Data or (ii) Customer any Intellectual Property Rights in the Services or 8bits1byte Limited trademarks and brand features. "**Intellectual Property Rights**" means current and future worldwide rights under patent, copyright, trade secret, trademark, moral rights and other similar rights.
- b. **Limited Permission.** Customer grants 8bits1byte Limited only the limited rights that are reasonably necessary for 8bits1byte Limited to offer the Services (e.g. hosting Stored Data). This permission also extends to our affiliates and trusted third parties that 8bits1byte Limited works with to offer the Services (e.g. payment provider used to process payment of fees).
- c. **Suggestions.** 8bits1byte Limited may, at its discretion and for any purpose, use, modify and incorporate into its products and services, licence and sub-licence, any feedback, comments or suggestions that Customer or End Users send 8bits1byte Limited or post in 8bits1byte Limited forums without any obligation to Customer.
- d. **Customer List.** 8bits1byte Limited may include Customer's name in a list of 8bits1byte Limited customers on the Salus3 Cloud website or in promotional materials.

6. Fees & Payment.

- a. **Fees.** The Customer will pay, and authorises 8bits1byte Limited to charge, using the Customer's selected payment method, and other payments stored within the billing system, for all applicable fees. Fees are non-refundable except as required by law. The Customer is responsible for providing complete and accurate billing and contact information to 8bits1byte Limited. 8bits1byte Limited may suspend or terminate the Services if fees are overdue.
- b. **Auto-renewals and Trials.** IF THE CUSTOMER'S ACCOUNT IS SET TO AUTO-RENEWAL OR IS IN A TRIAL PERIOD, 8BITS1BYTE LIMITED WILL CHARGE AUTOMATICALLY AT THE END OF THE TRIAL PERIOD OR FOR THE RENEWAL, UNLESS THE CUSTOMER CANCELS THE SERVICE SUBSCRIPTION. 8bits1byte Limited may revise Service rates by providing the Customer at least 30 days notice prior to the next charge.
- c. **Taxes.** The Customer is responsible for all taxes. 8bits1byte Limited will charge tax when required to do so. If the Customer is required by law to withhold any taxes, the Customer must provide 8bits1byte Limited with an official tax receipt or other appropriate documentation.
- d. **Purchase Orders.** If the Customer requires the use of a purchase order or purchase order number, the Customer (i) must provide the purchase order number at the time of purchase and (ii) agrees that any terms and conditions on a Customer purchase order will not apply to this Agreement and are null and void.

- e. **Late Payment Fees.** Should invoices become overdue, 8bits1byte Limited have a statutory right under the late payment of commercial debts regulations 2013 to add interest and late payment compensation to the sum(s) outstanding. The following charges will apply:
- i. Late Payment Interest at 0.5% above the Bank of England base rate per annum
 - ii. Late Payment Fee of £15 per invoice overdue (applied 21 days following invoice due date)
 - iii. £15 charge per overdue reminder/warning letter
 - iv. £50 charge per invoice, for referral of overdue balance to debt collection company
- f. **Additional Charges.** Should the Services be suspended in accordance with sections 4(c), 6(a) and 7(c), a re-activation charge of £30 will be applicable to be paid prior to account reactivation.

Where Customer pays via Direct Debit (through our payment processor, GoCardless), failed direct debit collections will incur an administration charge of £5.

Should customers request a return of their data held within the Services, this will be provided on a time and materials basis. A quotation will be provided prior to any work being started.

7. Term & Termination.

- a. **Term.** This Agreement will remain in effect until Customer's subscription to the Services expires or terminates, or until the Agreement is terminated.
- b. **Termination for Breach.** Either 8bits1byte Limited or Customer may terminate this Agreement if: (i) the other party is in material breach of the Agreement and fails to cure that breach within 30 days after receipt of written notice or (ii) the other party ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within 90 days.
- c. **Non-Payment.** Non payment of invoice(s) will be classed as a breach of this agreement. As per section 4(c), Customer will be informed via email or post of termination once account has been suspended giving 30 days notice.
- d. **Effects of Termination.** If this Agreement terminates: (i) the rights granted by 8bits1byte Limited to Customer will cease immediately (except as set forth in this section); (ii) 8bits1byte Limited may provide Customer access to its account at then-current fees so that Customer may export its Stored Data; and (iii) after a commercially reasonable period of time, 8bits1byte Limited may delete any Stored Data relating to Customer's account. The following sections will survive expiry or termination of this Agreement: 2(e) (Third-party Requests), 5 (Intellectual Property Rights), 6 (Fees & Payment), 7(c) (Effects of Termination), 8 (Indemnification), 9 (Disclaimers), 10 (Limitation of Liability), 11 (Disputes) and 12 (Miscellaneous).
- e. **Cancellation of Service.** The customer is responsible for notifying, in writing via the support ticket system, their request to cancel any services. Non-payment of invoices will not be classed as cancellation and fees will still be due.

8. Confidentiality

- a. Definition of Confidential Information. "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. YOUR Confidential Information includes YOUR Data; OUR Confidential Information includes the Services and Content; and Confidential Information of each party includes the terms and conditions of this Agreement and all Order Forms (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.
- b. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to
 - i. not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and
 - ii. except as otherwise authorised by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein. Neither party will disclose the terms of this Agreement or any Order Form to any third party other than its Affiliates, legal counsel and accountants without the other party's prior written consent, provided that a party that makes any such disclosure to its Affiliate, legal counsel or accountants will remain responsible for such Affiliate's, legal counsel's or accountant's compliance with this "Confidentiality" section.

Notwithstanding the foregoing, We may disclose the terms of this Agreement and any applicable Order Form to a subcontractor or Non-Salus3 Cloud Application Provider to the extent necessary to perform OUR obligations to YOU under this Agreement, under terms of confidentiality materially as protective as set forth herein.

- c. Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

9. Indemnification.

- a. **By Customer.** Customer will indemnify, defend and hold harmless 8bits1byte Limited from and against all liabilities, damages and costs (including settlement costs and reasonable attorneys' fees) arising out of any claim by a third party against 8bits1byte Limited and its affiliates regarding: (i) Customer Data; (ii) Customer's use of the Services in violation of this Agreement; or (iii) End Users' use of the Services in violation of this Agreement.

- b. **By 8bits1byte Limited.** 8bits1byte Limited will indemnify, defend and hold harmless Customer from and against all liabilities, damages and costs (including settlement costs and reasonable attorneys' fees) arising out of any claim by a third party against Customer to the extent based on an allegation that 8bits1byte Limited's technology used to provide the Services to the Customer infringes or misappropriates any copyright, trade secret, patent or trademark right of the third party. In no event will 8bits1byte Limited have any obligations or liability under this section arising from: (i) use of any Services in a modified form or in combination with materials not furnished by 8bits1byte Limited and (ii) any content, information or data provided by Customer, End Users or other third parties.
- c. **Possible Infringement.** If 8bits1byte Limited believes the Services infringe or may be alleged to infringe a third party's Intellectual Property Rights, 8bits1byte Limited may: (i) obtain the right for Customer, at 8bits1byte Limited's expense, to continue using the Services; (ii) provide a non-infringing functionally equivalent replacement; or (iii) modify the Services so that they no longer infringe. If 8bits1byte Limited does not believe the options described in this section are commercially reasonable, 8bits1byte Limited may suspend or terminate Customer's use of the affected Services (with a pro rata refund of pre-paid fees for the Services).

10. **Disclaimers.** THE SERVICES ARE PROVIDED "AS IS". TO THE FULLEST EXTENT PERMITTED BY LAW, EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, NEITHER CUSTOMER NOR 8BITS1BYTE LIMITED AND ITS AFFILIATES, SUPPLIERS AND DISTRIBUTORS MAKE ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR NON-INFRINGEMENT. CUSTOMER IS RESPONSIBLE FOR MAINTAINING ANY STORED DATA.

11. Limitation of Liability.

- a. **Limitation on Indirect Liability.** TO THE FULLEST EXTENT PERMITTED BY LAW, EXCEPT FOR 8BITS1BYTE LIMITED OR CUSTOMER'S INDEMNIFICATION OBLIGATIONS, NEITHER CUSTOMER NOR 8BITS1BYTE LIMITED AND ITS AFFILIATES, SUPPLIERS AND DISTRIBUTORS WILL BE LIABLE UNDER THIS AGREEMENT FOR (I) INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR (II) LOSS OF USE, DATA, BUSINESS, REVENUES OR PROFITS (IN EACH CASE WHETHER DIRECT OR INDIRECT), EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE.
- b. **Limitation on Amount of Liability.** TO THE FULLEST EXTENT PERMITTED BY LAW, 8BITS1BYTE LIMITED'S AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNT PAID BY THE CUSTOMER FOR THE SERVICES HEREUNDER DURING THE TWELVE MONTHS PRIOR TO THE EVENT GIVING RISE TO LIABILITY.

12. Disputes.

- a. **Informal Resolution.** 8bits1byte Limited wants to address your concerns without resorting to a formal legal case. Before filing a claim, each party agrees to try to resolve the dispute by contacting the other party through the notice procedures in section 13(e). If a dispute is not resolved within 30 days of notice, Customer or 8bits1byte Limited may bring a formal proceeding.
- b. **Agreement to Arbitrate.** Customer and 8bits1byte Limited agree to resolve any claims relating to this Agreement or the Services through final and binding arbitration, except as set forth below.

- c. **Exception to Agreement to Arbitrate.** Either party may bring a lawsuit in the courts of England and Wales solely for injunctive relief to stop unauthorised use or abuse of the Services or infringement of Intellectual Property Rights without first engaging in the informal dispute notice process described above. Both Customer and 8bits1byte Limited consent to venue and personal jurisdiction there.
- d. **NO CLASS ACTIONS.** Customer may only resolve disputes with 8bits1byte Limited on an individual basis and will not bring a claim in a class, consolidated or representative action. Class arbitrations, class actions, private attorney general actions and consolidation with other arbitrations are not allowed.

13. General Provisions.

- a. **Terms Modification.** 8bits1byte Limited may revise this Agreement from time to time and the most current version will always be posted on the 8bits1byte Limited Business website. If a revision, in 8bits1byte Limited's sole discretion, is material, 8bits1byte Limited will notify Customer (by, for example, sending an email to the email address associated with the applicable account). Other revisions may be posted to 8bits1byte Limited's website or terms page, and Customer is responsible for checking such postings regularly. By continuing to access or use the Services after revisions become effective, Customer agrees to be bound by the revised Agreement. If Customer does not agree to the revised Agreement terms, Customer may terminate the Services within 30 days of receiving notice of the change.
- b. **Entire Agreement.** This Agreement, including the Customer's invoice and order form with 8bits1byte Limited (if applicable), constitutes the entire agreement between the Customer and 8bits1byte Limited with respect to the subject matter of this Agreement, and supersedes and replaces any prior or contemporaneous understandings and agreements, whether written or oral, with respect to the subject matter of this Agreement. If there is a conflict between the documents that make up this Agreement, the documents will control in the following order: the 8bits1byte Limited invoice, the 8bits1byte Limited order form, the Agreement.
- c. **Governing Law.** THE AGREEMENT WILL BE GOVERNED BY THE LAW OF ENGLAND AND WALES.
- d. **Severability.** Unenforceable provisions will be modified to reflect the parties' intention and only to the extent necessary to make them enforceable, and the remaining provisions of the Agreement will remain in full effect.
- e. **Notice.** Notices must be sent via first class post, airmail or overnight courier and are deemed given when received. Notices to Customer may also be sent to the applicable account email or postal address and are deemed given when sent. Notices to 8bits1byte Limited must be sent to 8bits1byte Limited, Unit 10A, Whittington Business Park, Oswestry, Shropshire, SY11 4ND.
- f. **Waiver.** A waiver of any default is not a waiver of any subsequent default.
- g. **Assignment.** Customer may not assign or transfer this Agreement or any rights or obligations under this Agreement without the written consent of 8bits1byte Limited. 8bits1byte Limited may not assign this Agreement without providing notice to Customer, except 8bits1byte Limited may assign this Agreement or any rights or obligations under this Agreement to an affiliate or in connection with a merger, acquisition, corporate reorganisation or sale of all or substantially all of its assets without providing notice. Any other attempt to transfer or assign is void.
- h. **No Agency.** 8bits1byte Limited and Customer are not legal partners or agents, but are independent contractors.

- i. **Force Majeure.** Except for payment obligations, neither 8bits1byte Limited nor Customer will be liable for inadequate performance to the extent caused by a condition that was beyond the party's reasonable control (for example, natural disaster, act of war or terrorism, riot, labour condition, governmental action and Internet disturbance).
- j. **No Third-party Beneficiaries.** There are no third-party beneficiaries to this Agreement. Without limiting this section, a Customer's End Users are not third-party beneficiaries to Customer's rights under this Agreement.
- k. **Export Compliance.** The Services, Content, other technology we make available, and derivatives thereof may be subject to export laws and regulations of other jurisdictions. Each party represents that it is not named on any U.K. government denied-party list. YOU shall not permit Users to access or use any Service or Content in a U.K. embargoed country or in violation of any U.K. export law or regulation.
- l. **Anti-Corruption.** You agree that you have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of our employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If you learn of any violation of the above restriction, you will use reasonable efforts to promptly notify Us

Customer

8bits1byte Limited

Signature: _____

Signature: _____

(Legal) Name: _____

(Legal) Name: _____

Title: _____

Title: _____

Date: _____

Date: _____