

AMIGO TECHNOLOGY TERMS AND CONDITIONS OF BUSINESS

1. About Us

We are Amigo Technology Limited, a company registered in England and Wales under company registration number 07757607, with our registered office at 11 Staple Inn, London, WC1V 7QH. We refer to ourselves as **"we"**, **"us"** and **"our"** in this document.

2. These Terms and Conditions

- 2.1 These terms and conditions (the **"Terms and Conditions"**) are a framework agreement between the client identified in the Proposal (as defined below) (whom we refer to as **"you"** and **"your"** in this document) and us.
- 2.2 These Terms and Conditions do not, in themselves, commit you to purchase any services from us nor do they commit us to provide any services to you. Instead, we will provide you with Proposals which will set out the scope of the services we will provide to you. Each Proposal is governed by these Terms and Conditions.
- 2.3 You can enter into more than one Proposal with us at a time, and the Proposals can start and finish at different times. The Proposals are not separate contracts. Instead, all the Proposals, together with these Terms and Conditions, make up one Contract (as defined below) between you and us.
- 2.4 There is no need to sign these Terms and Conditions. They are deemed to be automatically accepted when you sign the first Proposal or when we start delivering the services under the first Proposal (whichever is sooner).
- 2.5 In the event of any conflict between the Proposal and these Terms and Conditions, the Proposal shall prevail.
- 2.6 Where you appoint us to provide our services to your Affiliates (as defined below), you act as agent on behalf of those Affiliates and bind them to this Contract. You warrant and represent to us that you have the authority to bind your Affiliates to this Contract.

3. Interpretation

- 3.1 The following definitions shall apply in these Terms and Conditions:

"Additional Services"	any additional or ancillary services set out in the Proposal or provided by us to you from time to time.
"Additional Services Charges"	the charges for the Additional Services which shall be agreed by you and us in writing (or, if not agreed, shall be set at our prevailing standard rates).
"Affiliate"	your holding companies, your subsidiaries and your holding companies' subsidiaries (in each case whether in the UK or overseas and in each case from time to time) and the terms "holding company" and "subsidiary" shall have the meanings given to them in section 1159 of the Companies Act 2006).

"Audience Charges"	the audience charges detailed in the Proposal.
"Business Day"	means a day other than a Saturday, Sunday or bank or public holiday in England when banks in London are open for business.
"Charges"	the Set-Up Charges, the Audience Charges and the Additional Services Charges.
"Client Data"	the data, content and information that is either provided by you or collected for you, in each case as part of the Services (including the User Data).
"Client Content"	the Client Data, the User Experience Information and the User Experience Content.
"Confidential Information"	any information, however conveyed or presented, that relates to the business, affairs, operations, customers, processes, budgets, pricing policies, product information, strategies, developments, trade secrets, know-how, personnel and suppliers of the disclosing party, together with all information derived by the receiving party from any such information and any other information clearly designated by a party as being confidential to it (whether or not it is marked "confidential"), or which ought reasonably be considered to be confidential.
"Cookies"	any cookies or similar technologies falling within the scope of regulation 6 of the Privacy and Electronic Communications (EC Directive) Regulations 2003.
"Contract"	this contract between you and us which is made up of the Proposals and these Terms and Conditions.
"Data Protection Legislation"	all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679) ("GDPR"); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426) as amended.
"Delivery Services"	those Services to host and deliver the User Experience to the Users via your Website.
"Documentation"	the documentation made available by us from time to time which describe or support the Services.
"Go-Live Date"	the date the User Experience is first made available to your Users.
"IPRs"	patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs,

rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

"Non-Amigo Technology Application"	third party applications and software products that interoperate with the Services.
"Non-GA Services"	our products or services that are not generally available to our customers.
"Personal Data", "Processing"	as defined in the Data Protection Legislation.
"Pilot"	a pilot or trial for the Services.
"Proposal"	the proposal which sets out the scope of the Services and the Charges.
"Reports"	the reports produced as part of the Services.
"Services"	the services listed at clause 4.1 and which are set out in more detail in the Proposal.
"Set-Up Charges"	the set-up charges detailed in the Proposal.
"Set-up Services"	those Services to develop and configure the User Experience with our Software.
"SLA"	the service level agreement set out at Schedule 1.
"Software"	the software used by us to power and deliver the User Experience.
"Statistical Client Data"	aggregated and anonymised Client Data which we collect or create during the provision of the Services.
"Support Services"	the support services set out at clause 8.2.
"System"	the hardware, software and infrastructure used within your business in from time to time.
"Third-Party Social Platform"	a third-party platform (including but not limited to Facebook, Twitter, Google+, LinkedIn and YouTube) which you use in connection with the Services and from which we receive content or data in connection with the Services.
"Third-Party Technology"	the Non-Amigo Technology Applications and the Third-Party Social Platforms.

"Users"	the users of your Website and User Experience.
"User Data"	the data and information which relates to the Users and which is collected as part of the Services.
"User Experience"	the experience and interaction your Users will have with your Website as set out in the Proposal.
"User Experience Content"	the materials, designs and content for the creation of the User Experience;
"User Experience Information"	the information and data setting out the detailed description of the User Experience.
"Website"	your website as set out in the Proposal.

3.2 In this Contract:

- 3.2.1 references to clauses and schedules are to the clauses in, and schedules to, these Terms and Conditions;
- 3.2.2 the headings are inserted for convenience only and shall not affect the interpretation of this Contract; and
- 3.2.3 a reference to a statute or statutory provision is a reference to it as amended or re-enacted from time to time and includes all subordinate legislation made under that statute or statutory provision from time to time.

4. Scope of Services

4.1 We will provide you with:

- 4.1.1 the Set-up Services;
- 4.1.2 the Delivery Services;
- 4.1.3 the Support Services; and
- 4.1.4 any Additional Services.

4.2 This Contract is non-exclusive and shall not prevent us from entering into similar contracts with third parties.

5. Licence

5.1 We grant you a non-exclusive, non-transferable licence, without the right to grant sublicenses, to use the Services, the Documentation and the Reports during the term of the relevant Proposal for the purposes of the Proposal.

5.2 The rights granted under this Contract are granted to you alone, and are not, unless stated otherwise in the Proposal, granted to any of your Affiliates.

6. Licence Restrictions

- 6.1 You shall not access, store, distribute or transmit any viruses, or any material in the course of your use of the Services that is unlawful, fraudulent, harmful, obscene or offensive or which infringes third party rights.
- 6.2 You shall not (nor attempt to):
- 6.2.1 copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or the Documentation;
 - 6.2.2 de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software;
 - 6.2.3 access or use the Services or the Documentation for any purpose except for the purposes of this Contract;
 - 6.2.4 access all or any part of the Services or the Documentation to build a product or service which competes with the Services;
 - 6.2.5 gain unauthorised access to the Services or the Software or their related systems, networks or data;
 - 6.2.6 use the Services or the Documentation to provide services to third parties;
 - 6.2.7 license, sell, resell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services or the Documentation available to any third party;
 - 6.2.8 attempt to obtain, or assist third parties in obtaining, access to the Services or the Documentation; or
 - 6.2.9 interfere with or disrupt the integrity or performance of the Services or the Software.
- 6.3 You shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services, the Software and the Documentation and, in the event of any such unauthorised access or use, you shall promptly notify us.

7. Acceptance

- 7.1 The User Experience shall be deemed accepted by you upon the earlier of:
- 7.1.1 you confirming to us in writing that the User Experience is accepted; and
 - 7.1.2 the User Experience being made available to the Users via your Website.

8. Service Levels and Support Services

- 8.1 We will ensure the User Experience is available in accordance with the SLA except for:

- 8.1.1 planned maintenance for which we shall use reasonable endeavours to give you at least 8 (eight) hours prior notice by email or online and which shall be carried out during the maintenance window of 22:00 on Friday to 17:00 on Sunday, GMT;
 - 8.1.2 any unavailability caused by circumstances beyond our reasonable control (as described in clause 20.1); and
 - 8.1.3 any unavailability caused by you or any third party engaged by you (including the providers of the Third-Party Technology).
- 8.2 We will provide you with telephone and online support between the hours of 9am and 5pm on each Business Day. You can contact us at +44(0)20 3940 4650 or at support@amigotechnology.com. You can find a copy of our Support Policy here (<https://amigotechnology.com/support-policy>).

9. Data Protection

- 9.1 We will both comply with the terms of the Data Processing Agreement (<https://amigotechnology.com/data-processing-agreement>), which shall apply to all processing of Personal Data under this Contract.
- 9.2 Without prejudice to clause 9.1, you shall:
- 9.2.1 ensure you have all necessary and appropriate notices in place and obtain all required consents to enable the lawful collection, use, transfer and processing of the Client Data for the duration and purposes of this Contract so that we may lawfully use, transfer and process the Client Data in accordance with this Contract on your behalf; and
 - 9.2.2 If the User Experience will be configured to use Cookies, you shall:
 - (a) ensure the Cookies, and the use of the Cookies, comply with the Data Protection Legislation; and
 - (b) ensure you have all necessary and appropriate notices in place and obtain all required consents to ensure the Cookies, and the use of the Cookies, comply with the Data Protection Legislation.
- 1.2 You shall indemnify us for all claims, costs, damages and expenses (including reasonable legal expenses) incurred by us as a result of your breach of this clause 9.

2. Third-Party Technology

- 2.1 The Services may contain features designed to interoperate with Third-Party Technology.
- 2.2 You shall promptly enter into and maintain throughout the term of this Contract all contracts, and pay all charges, for the access to and use of the Third-Party Technology which are set out in the Proposal (or are otherwise reasonably required for us to deliver the Services).
- 2.3 If any Third-Party Technology is permanently or temporarily unavailable for use in connection with the Services (whether in whole or in part) ("**Unavailable Technology**"), we may:

- 2.3.1 without liability to you, modify the affected parts of the Services so they perform, to the extent reasonably practicable, in materially the same way without the Unavailable Technology; or
- 2.3.2 notify you in writing that modification under clause 10.3.1 is not reasonably practicable, in which case you or we may, without liability to the other party, terminate the relevant Proposal by giving the other party at least 30 (thirty) days' written notice.
- 2.4 Where we modify the Services under clause 10.3.1, you shall promptly enter into such contracts with alternative providers of the Third-Party Technology, and pay all charges, as we may reasonably require and you shall pay us the Additional Services Charges for any Additional Services that are reasonably required to modify the Services.
- 2.5 As you will hold the contracts with the providers of the Third-Party Technology:
 - 2.5.1 we shall have no liability to you, whether in tort (including for negligence), contract, misrepresentation, restitution or otherwise, for the Third-Party Technology, the acts or omissions of the providers of the Third-Party Technology or the unavailability of the Third-Party Technology; and
 - 2.5.2 you must make sure the use of the Services with the Third-Party Technology complies with the terms of use for the Third-Party Technology. You shall indemnify us for all claims, costs, damages and expenses (including reasonable legal expenses) incurred by us as a result of any breach of the terms of use for the Third-Party Technology.
- 2.6 You shall fully comply with the terms and conditions applicable to your use of the Third-Party Technology.
- 2.7 Nothing in this clause 10 shall relieve you of your obligation to pay us the Charges in full in accordance with this Contract.

3. Our obligations

- 3.1 We will:
 - 3.1.1 perform the Services with reasonable skill, care and diligence;
 - 3.1.2 comply with all applicable laws and regulations;
 - 3.1.3 ensure the User Experience meets the requirements of the Proposal in all material respects; and
 - 3.1.4 ensure the Services comply with the Documentation in all material respects.
- 3.2 The undertakings at clause 11.1 shall not apply to the extent of any non-conformance which is caused by:
 - 3.2.1 the Client Content;
 - 3.2.2 your use of the Services contrary to our instructions; or

- 3.2.3 the modification or alteration of the Services or the User Experience by any person other than us or our duly authorised contractors or agents.
- 3.3 If the Services do not conform with the undertaking at clauses 11.1.1, 11.1.3 or 11.1.4, we will use reasonable endeavours to correct any such non-conformance promptly, or provide you with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes your sole and exclusive remedy for any breach of the undertaking set out in clauses 11.1.1, 11.1.3 or 11.1.4.
- 3.4 You acknowledge that the Services may enable or assist you to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that you do so solely at your own risk. We make no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by you, with any such third party. Any contract entered into and any transaction completed via any third-party website is between you and the relevant third party, and not us.
- 3.5 In the event of any loss or damage to Client Data caused by us or our subcontractors, your sole and exclusive remedy against us shall be for us use reasonable endeavours to restore the lost or damaged Client Data. Where the loss or damage is caused by you, a third party (other than our subcontractors) or by an event within the scope of clause 20.1, we shall have no liability, whether in tort (including for negligence), contract, misrepresentation, restitution or otherwise, for the loss or damage to the Client Data and we reserve the right to charge you the Additional Services Charges for any Additional Services provided by us to assist you to restore the lost or damaged Client Data.

4. Your obligations

- 4.1 You shall:
- 4.1.1 provide us with the User Experience Information and the User Experience Content within the timeframes set out in the Proposal (or, if not set out there, in good time to allow us to deliver and implement the User Experience within the timeframes we agreed with you);
 - 4.1.2 ensure your Website and System meet or exceed the requirements and specifications set out in the Proposal (or, if not set out there, as specified by us from time to time);
 - 4.1.3 provide us with such access to, and use of, your Website, your System and the Third-Party Technology as we may reasonably require to perform the Services in accordance with this Contract;
 - 4.1.4 provide us with access to, and use of, such information and data as we may reasonably require to perform the Services in accordance with this Contract;
 - 4.1.5 co-operate with us on all matters related to this Contract;
 - 4.1.6 comply with all applicable laws and regulations;
 - 4.1.7 carry out your obligations under this Contract in a timely and efficient manner. In the event of any delay in your performance of your

obligations, we may adjust any agreed timetable or delivery schedule as reasonably necessary to account for the delay and we reserve the right to charge you the Additional Services Charges for any Additional Services we provide in mitigating or reducing the delay;

- 4.1.8 obtain and shall maintain throughout the term of this Contract all licences, consents, and permissions necessary for us to perform our obligations under this Contract; and
- 4.1.9 be solely responsible for procuring, maintaining and securing your network connections and telecommunications links from your System to our data centres, and for all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to your network connections or telecommunications links or caused by the internet.

5. Pilots

- 5.1 Where we agree to provide you with a Pilot (as set out in the Proposal), the Pilot shall be deemed part of the Services and shall be governed by these Terms and Conditions.
- 5.2 Where the Pilot is provided free of charge, the Services are provided on an "as is" basis with no express or implied warranty or guarantee, and we shall have no liability to you, whether in tort (including for negligence), contract (including under any indemnity), misrepresentation, restitution or otherwise, in respect of those Services.

6. Non-GA Services

- 6.1 From time to time, we may invite you to try Non-GA Services. Any Non-GA Services will be clearly designated as beta, pilot, limited release, developer preview, non-production or by a description of similar import. Non-GA Services are provided for evaluation purposes and not for production use, are not supported, may contain bugs or errors, and may be subject to additional terms (which will be notified to you when you subscribe to the Non-GA Services). Non-GA Services are provided on an "as is" basis with no express or implied warranty or guarantee, and we shall have no liability to you, whether in tort (including for negligence), contract (including under any indemnity), misrepresentation, restitution or otherwise, in respect of those Non-GA Services. We may discontinue Non-GA Services at any time in our sole discretion and may never make them generally available.

7. Charges and Payment

- 7.1 You shall pay us the Set-Up Charges, the Audience Charges and any Additional Services Charges.
- 7.2 We will invoice you for:
 - 7.2.1 the Set-Up Charges following your signature of the Proposal or on the commencement of the Services under the Proposal (whichever is earlier);
 - 7.2.2 from the Go-Live Date, the Audience Charges monthly in arrears; and
 - 7.2.3 any Additional Services Charges monthly in arrears.

- 7.3 You shall pay our invoices within 30 days of the date of the invoice to our nominated bank account.
- 7.4 If we have not received payment within 30 days after the due date, and without prejudice to any other rights and remedies available to us:
- 7.4.1 we may, provided we have given you at least 10 days' written notice of the non-payment, suspend the Services under any or all Proposals (in whole or in part) until we receive payment in full and cleared funds; and
- 7.4.2 interest shall accrue on a daily basis on such due amounts at an annual rate equal to 4% above the current base lending rate of the Bank of England from time to time.
- 7.5 All amounts and fees stated or referred to in this Contract:
- 7.5.1 shall be payable in pounds sterling;
- 7.5.2 are non-cancellable and non-refundable; and
- 7.5.3 are exclusive of value added tax and other applicable taxes and duties, which shall be added to our invoice(s) at the appropriate rate.
- 7.6 The Audience Charges are based on the estimated number of Users of the User Experience per month as set out in the Proposal. If after the Go-Live Date we determine that the actual number of Users of the User Experience per month is different to the estimated number set out in the Proposal, we reserve the right to adjust Audience Charges in line with our standard rates by giving you written notice.
- 7.7 The Charges have been calculated based on the System you have in place at the date of the Proposal. If you make changes to your System which affect our ability to deliver the Services, we reserve the right to:
- 7.7.1 adjust the Charges as we (acting reasonably) deem appropriate; and / or
- 7.7.2 charge you Additional Services Charges for any Additional Services we provide to reconfigure the Services to work with your new System.
- 7.8 All amounts payable under this Contract shall be paid in full without any set-off, deduction or withholding (except for withholdings required by applicable law).

8. Intellectual Property

- 8.1 We and/or our licensors own all the IPRs in the Software, the Services, the Documentation and the Reports. Except as expressly stated in this Contract, we do not grant you any rights in or to any IPRs in the Software, the Services, the Documentation or the Reports.
- 8.2 You and/or your licensors own all the IPRs in the Client Content, the Client Data, the statistics and data generated from the Client Data as part of the Services and the content of the Reports (together "**Client IPRs**"). To the extent the Client IPRs vest in us, we hereby assign to you all our present and future right, title and interest in and to those Client IPRs.
- 8.3 You grant us a non-exclusive, royalty-free, worldwide, perpetual, irrevocable licence, together with the right to grant sublicenses, to use the Client IPRs for

the purposes of performing the Services and to use, modify, distribute and create derivative works from the Client Data (provided it is Statistical Client Data) for any purpose related to our business.

- 8.4 Subject to clause 16.5, we will indemnify you for any claims, costs, damages and expenses (including reasonable legal expenses) incurred by you as a result of any claim made by a third party against you that your use of the IPRs we have licensed to you infringes the third party's IPRs. Similarly, subject to clause 16.5, you will indemnify us for any claims, costs, damages and expenses (including reasonable legal expenses) incurred by us as a result of any claim made by a third party against us that our use of the IPRs you have licensed to us infringes the third party's IPRs.
- 8.5 The indemnity at clause 16.4 is subject to the following conditions:
- 8.5.1 the indemnified party's use of the IPRs must have been in accordance with this Contract;
 - 8.5.2 the indemnifying party must be given prompt notice of the claim;
 - 8.5.3 the indemnified party must provide reasonable co-operation to the indemnifying party in the defence and settlement of the claim; and
 - 8.5.4 the indemnifying Party must be given sole authority to defend or settle the claim.
- 8.6 In the defence or settlement of any claim by us under clause 16.4, we may procure the right for you to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate this Contract and/or the relevant Proposal, without liability to you, on at least 2 Business Days' notice to you.
- 8.7 We shall not be liable to you under clause 16.4 to the extent the alleged infringement is based on:
- 8.7.1 a modification of the Services or Documentation by anyone other than us;
 - 8.7.2 your use of the Services or Documentation in a manner contrary to the instructions given to you by us; or
 - 8.7.3 your use of the Services or Documentation after notice of the alleged or actual infringement from us or any appropriate authority.
- 8.8 This clause 16 states your sole and exclusive rights and remedies, and our entire obligations and liability, for infringement of any IPRs of any third party.

9. Confidentiality

- 9.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under this Contract. A party's Confidential Information shall not be deemed to include information that:
- 9.1.1 is or becomes publicly known other than through any act or omission of the receiving party;
 - 9.1.2 was in the receiving party's lawful possession before the disclosure;

- 9.1.3 is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or
- 9.1.4 is independently developed by the receiving party, which independent development can be shown by written evidence.
- 9.2 Subject to clause 17.3, each party shall hold the other's Confidential Information in confidence and not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than for the purposes of this Contract.
- 9.3 The receiving party may disclose the other party's Confidential Information to:
 - 9.3.1 its officers, employees, consultants, agents, agency workers and contractors who need to receive the Confidential Information for the purposes of this Contract ("**Representatives**") provided that the receiving party ensures its Representatives comply with this clause 17 as though they were the receiving party; and
 - 9.3.2 the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction.
- 9.4 You acknowledge that the Software, the Services, the Documentation, the Proposal are all part of our Confidential Information protected by this clause 17.
- 9.5 We acknowledge that the Client Data (excluding the Statistical Client Data) and the content of the Reports are part of your Confidential Information protected by this clause 17.
- 9.6 We may use your name, logos and information about the work we have carried out for you in our promotional materials and literature provided that we do not disclose any of your Confidential Information. Otherwise, neither of us shall make, or permit any person to make, any public announcement concerning this Contract without the prior written consent of the other party (such consent not to be unreasonably withheld), except as required by law.
- 9.7 Nothing in this Contract shall prevent us using any techniques, ideas, know-how or expertise acquired during the term of this Contract in the furtherance of our own business, provided that we do not reveal any of your Confidential Information or IPRs.
- 9.8 In performing the Services, we will comply with your reasonable IT security policies which you provide to us.

10. Limitation of Liability

- 10.1 You are responsible for the results obtained from the use of the Services, and for the conclusions drawn from such use. We shall have no liability, whether in tort (including for negligence), contract, misrepresentation, restitution or otherwise for any damage caused by errors or omissions in any information, instructions or scripts provided to us by you in connection with the Services, or for any actions taken by us at your direction.
- 10.2 We are not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and you acknowledge that the Services may be

subject to limitations, delays and other problems inherent in the use of such communications facilities.

- 10.3 Nothing in this Contract limits or excludes our liability for:
- 10.3.1 death or personal injury caused by our negligence;
 - 10.3.2 fraud or fraudulent misrepresentation; or
 - 10.3.3 any other liability which cannot be lawfully limited or excluded.
- 10.4 Subject to clauses 18.1, 18.2 and 18.3:
- 10.4.1 we shall not be liable whether in tort (including for negligence), contract (including under any indemnity), misrepresentation, restitution or otherwise for any:
 - (a) loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss (whether, in each case, such losses are direct, indirect, consequential or special); or
 - (b) special, indirect or consequential loss, costs, damages, charges or expenses however arising under this Contract; and
 - 10.4.2 our total aggregate liability in tort (including for negligence), contract (including under any indemnity), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Contract shall be limited to the amount of the Charges paid or payable by you to us in the 12-month period before the claim arose under the Proposal(s) to which the claim relates.
- 10.5 All warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Contract.

11. Term and termination

- 11.1 This Contract shall commence on the date of the first Proposal or on the date we start delivering the Services under the first Proposal (whichever is earlier) and shall continue until it is terminated in accordance with its terms.
- 11.2 Each Proposal shall start on the date of the Proposal or on the date we start delivering the Services under the Proposal (whichever is earlier) and shall continue until it is terminated in accordance with the terms of this Contract.
- 11.3 Either party may terminate this Contract or a Proposal at any time by giving the other party at least 30 days' written notice.
- 11.4 You can suspend a Proposal at any time by giving us at least 30 days' written notice.
- 11.5 Either party may terminate this Contract with immediate effect by giving written notice to the other party if:

- 11.5.1 the other party fails to pay any amount due under this Contract on the due date for payment and remains in default not less than 7 days after being notified in writing to make such payment;
 - 11.5.2 the other party commits a material breach of this Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;
 - 11.5.3 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; or
 - 11.5.4 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.
- 11.6 On the termination of this Contract for any reason:
- 11.6.1 all Proposals shall automatically terminate;
 - 11.6.2 you will stop paying us the Charges (except for the Charges which accrued prior to the termination) and we will stop delivering the Services;
 - 11.6.3 all licences granted under this Contract shall immediately terminate and you shall immediately cease all use of the Services and the Documentation;
 - 11.6.4 each party shall return and make no further use of any equipment, property, documentation and other items (and all copies of them) belonging to the other party (except you may keep copies of the Reports);
 - 11.6.5 provided you have paid all our invoices in full, we will deliver a copy of the Client Data to you and we will destroy or dispose of all other copies of the Client Data (unless we are required to keep copies by law or for backup, archival or audit purposes);
 - 11.6.6 any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination shall not be affected or prejudiced; and
 - 11.6.7 the following clauses shall continue in full force and effect: 9, 10.5.2, 11.4, 11.5, 14, 15, 16, 17, 18, 19.5 and 20 and the Data Processing Agreement.
- 11.7 Where a Proposal is terminated (as opposed to the whole Contract) under clause 19.3, clauses 19.6.2, 19.6.3 and 19.6.4 shall apply to that Proposal. For the avoidance of doubt, the rest of clause 19.6 shall only apply where the whole Contract is terminated.

- 11.8 Where a Proposal is suspended under clause 19.4:
- 11.8.1 clauses 19.6.2 and 19.6.3 shall apply for the period of the suspension;
and
 - 11.8.2 you can end the suspension at any time by giving us at least 7 days' notice and we will recommence the Services under the Proposal.

12. General

- 12.1 Except for the non-payment of any sums due under this Contract, neither party shall be liable to other party under this Contract if it is prevented from or delayed in performing its obligations under this Contract, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control.
- 12.2 Any notice required to be given under this Contract shall be in writing and shall be delivered:
- 12.2.1 by hand or by recorded delivery to the other party at its registered office address or main trading address; or
 - 12.2.2 by email to the other party's email address set out in the Proposal.
- 12.3 A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in between 9am and 5pm on a Business Day, at 9am on the first Business Day following delivery). A notice sent by recorded delivery shall be deemed to have been received 2 Business Days after posting. A notice sent by email shall be deemed received on the next Business Day after it is sent provided a "failed transmission" or "out of office" notification is not received.
- 12.4 No variation of this Contract shall be effective unless it is in writing and signed by the parties.
- 12.5 No failure or delay by a Party to exercise any right or remedy provided under this Contract or by law shall constitute a waiver of that or any other right or remedy.
- 12.6 This Contract constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter and formation.
- 12.7 You shall not, without our prior written consent, assign, transfer, charge, sub-contract or deal in any other manner with all or any of your rights or obligations under this Contract. We may assign, transfer, charge, sub-contract or deal in any other manner with all or any of our rights or obligations under this Contract.
- 12.8 No third party shall have any rights under this Contract whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 12.9 This Contract 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 the laws of England and Wales.

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

In witness whereof this document has been executed and delivered on the date first stated above.

Schedule 1

Service Level Agreement

This Service Level Agreement (“SLA”) is subject to and made a part of the attached Service Agreement (the “Agreement”).

1. Availability

1.

Amigo Technology shall make the Services available 98% of the time, except as provided below. Availability will be calculated per calendar quarter, as follows:

$$\left[\left(\frac{\text{total} - \text{nonexcluded} - \text{excluded}}{\text{total} - \text{excluded}} \right) * 100 \right] \geq 98\%$$

Where

- total means the total number of minutes in the calendar quarter;
- nonexcluded means downtime that is not excluded; and
- excluded means:
 - Any planned downtime of which Amigo Technology gives 8 or more hours' notice in accordance with the Agreement or via a conspicuous on-screen message in the Services. Amigo Technology will use commercially reasonable efforts to schedule all planned downtime during the hours from 22:00GMT Friday to 17:00GMT Sunday.
 - Any period of unavailability lasting less than 15 minutes.
 - Any unavailability caused by any Force Majeure event, as defined in the Agreement.
 - Any unavailability caused by an Internet Service Provider or Third Party Social Platform.

For any partial calendar quarter during which the Client subscribes to the Services, availability will be calculated based on the entire calendar quarter, not just the portion for which the Client subscribed.

To the extent that aspects of the Services are reliant on Third Party Social Platforms, Amigo Technology shall not be responsible for downtime of those platforms.

2. Remedies

Should Amigo Technology fail to make the Services available as set forth in 1 above in a calendar quarter, the Client may continue to use the Services but receive a refund for one full day of Fees for each active Campaign affected in that quarter for each full or partial hour of Campaign unavailability below the percentage specified in 1. In no case shall the total refund for any quarter exceed the lesser of £50,000 or 33% of the Fees paid by the Client for such quarter. Should Amigo Technology fail to make the Services available as set forth in 1 above in two consecutive calendar quarters, the Client may, in lieu of receiving the

above-described refund for the second quarter, terminate the Agreement by providing notice of termination in accordance with 4 below, in which case Amigo Technology will refund to the Client any prepaid fees for the remainder of the Term(s) following the date of termination. The remedies described in this paragraph shall be the sole remedies available to the Client for breach of this SLA.

3. Reporting, Claims and Notices

To claim a remedy under this SLA, the Client shall send Amigo Technology a notice, via email addressed to support@amigotechnology.com containing the following details:

- Billing information, including company name, billing address, billing contact and billing contact telephone number.
- Downtime information with dates and time periods for each instance of downtime during the relevant period
- An explanation of the claim, including any relevant calculations.

Claims may be made on a calendar-quarter basis only and must be submitted within 10 business days after the end of the applicable quarter, except where a campaign ends on a date other than the last day of a calendar quarter, in which case any claim related to that campaign must be submitted within 10 business days after the campaign end date.

All claims will be verified against Amigo Technology's system records. Should Amigo Technology dispute any period of unavailability alleged by the Client, Amigo Technology will provide to the Client a record of Service availability for the applicable period. Amigo Technology will provide such records only in response to claims made by the Client in good faith.

4. General

Services designated in writing as beta, limited release, developer preview, development or test bed environments, or by descriptions of similar import are excluded from this SLA. Amigo Technology shall have no obligations under this SLA during any period in which the Client is in material breach of this Agreement, including any period in which the Client has failed to meet its payment obligations thereunder.