

WORLDOVER - TERMS OF USE (ENTERPRISE)

These Terms of Use, unless otherwise expressly agreed between Worldover and the Customer in writing, shall be deemed incorporated into any contract between a Customer and Worldover for the provision of the Services (**Contract**).

Worldover has agreed to provide and the Customer has agreed to use and pay for the Services pursuant to the Order Form, on and subject to these Terms of Use:-

1. INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause apply in these Terms of Use.

Authorised User(s): those employees and agents of the Customer who are authorised by the Customer to use the Services or, where the Customer is an individual, the Customer.

Applicable Laws: means:

- a. to the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom; and
- b. to the extent EU GDPR applies, the law of the European Union or any member state of the European Union to which Worldover is subject.

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

Confidential Information: information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 12.6 or clause 12.7.

Customer: means the person purchasing the Services (as set out in the Order Form).

Deliverables: the documentation and other related information extracted or downloaded by the Customer from the Platform or otherwise provided to the Customer in connection with the Services.

Input Data: the data inputted by the Customer (or Worldover on the Customer's behalf) for the purpose of using the Services (or facilitating the Customer's use of the Services).

Customer Personal Data: any personal data which Worldover processes in connection with this agreement, in the capacity of a processor on behalf of the Customer.

Documentation: the document(s) annexed hereto (or otherwise referred to in the Order Form) and/or provided via Worldover's website or the Platform, and which describe the relevant Services and/or provide instructions for using the relevant Services (in each case, as may be updated from time to time).

Effective Date: the effective date as set out in the Order Form or, where none is specified in the Order Form, the date on which the Customer first accesses the Platform.

EU GDPR: the General Data Protection Regulation ((EU) 2016/679).

Fees: the subscription fees payable by the Customer to Worldover as set out in the Order Form.

Initial Subscription Term: the minimum term of the Contract as set out in the Order Form, or if the Order Form does not include a minimum term, 48 months starting on the Effective Date.

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

Order Form: means the order form for the Services, incorporating these Terms of Use, as agreed between Worldover and the Customer in writing.

Platform: Worldover's online software application(s) accessed at www.worldover.io or as may be notified to Authorised Users from time to time.

Privacy Policy: Worldover's privacy policies available at www.worldover.io (as may be updated from time to time).

Renewal Period: the period described in clause 14.1.

Services: the services provided by Worldover to the Customer via the Platform, as more particularly described in the Order Form and the Documentation.

Subscription Term: the Initial Subscription Term together with any subsequent Renewal Periods.

UK GDPR: has the meaning given to it in the Data Protection Act 2018.

Virus: any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or

network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

Worldover: Worldover Ltd company number 14193698 and with its registered office at 128 City Road, London, United Kingdom, EC1V 2NX.

- 1.2 Clause, schedule and paragraph headings shall not affect the interpretation of these Terms of Use.
- 1.3 A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to a statute or statutory provision is a reference to it as it is in force as at the date of these Terms of Use.
- 1.8 A reference to a statute or statutory provision shall include all subordinate legislation made as at the Effective Date under that statute or statutory provision.
- 1.9 A reference to writing or written includes e-mail.
- 1.10 References to clauses and schedules are to the clauses and schedules of these Terms of Use; references to paragraphs are to paragraphs of the relevant schedule to these Terms of Use.

2. USERS

- 2.1 Subject to the Customer paying the Fees, in accordance with clause 10, and complying with the restrictions set out in this clause 2 and the other terms of these Terms of Use, Worldover hereby grants the Customer, a non-exclusive, non-assignable, non-transferable right, and without the right to grant sub-licences, to use the Services and Deliverables during the Subscription Term.
- 2.2 The Customer undertakes that (and shall ensure that each of its Authorised Users shall comply with):
 - 2.2.1 each Authorised User shall keep a secure password for his use of the Services and Documentation, and that each Authorised

User shall keep their password confidential;

- 2.2.2 it shall permit Worldover to audit the use of the Services provided that any such audit may be conducted no more than once per quarter, at Worldover's expense, and this right shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with the Customer's normal conduct of business;
- 2.2.3 if any of the audits referred to in clause 2.2.2 reveal that the Customer has underpaid Fees (if any) to Worldover, then without prejudice to Worldover's other rights, the Customer shall pay to Worldover an amount equal to such underpayment (as determined by Worldover acting reasonably) within 10 Business Days of demand.

2.3 The Customer shall not (and shall procure that its Authorised Users do not) access, store, distribute or transmit any Viruses, nor any material during the course of, or in connection with, its use of the Services that:

- 2.3.1 is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
- 2.3.2 facilitates illegal activity;
- 2.3.3 depicts sexually explicit images;
- 2.3.4 promotes unlawful violence;
- 2.3.5 is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
- 2.3.6 is otherwise illegal or causes damage or injury to any person or property,

and Worldover reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's access to the Platform if it breaches the provisions of this clause.

- 2.4 Subject to clause 2.5, the Customer shall not (and shall procure that its Authorised Users do not):
 - 2.4.1 use the Services and/or Documentation and/or Deliverables in a way which would breach any import, export or customs rules or regulations of any national (or supranational) government, regulator or other public or quasi-public body; or
 - 2.4.2 except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted hereunder:
 - (a) attempt to copy, modify, duplicate, create derivative works from,

- frame, mirror, transmit, or distribute all or any portion of the Platform; or
 - (b) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Platform; or
 - 2.4.3 access all or any part of the Services to obtain Intellectual Property Rights and/or other knowhow in order to build a product or service which competes, or could compete, with the Services; or
 - 2.4.4 save as specifically agreed in the Order Form, use the Services to provide services to third parties equivalent or akin to the Services; or
 - 2.4.5 attempt to obtain, or assist third parties in obtaining, access to the Services, other than as provided under this clause 2; or
 - 2.4.6 introduce or permit the introduction of any Virus into Worldover's network and information systems.
- 2.5 The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the Documentation and, in the event of any such unauthorised access or use, it will promptly notify Worldover.
- 3. SERVICES**
- 3.1 Worldover shall, during the Subscription Term, provide the Customer with access to the Services in accordance with, and subject to, the Order Form and these Terms of Use.
- 3.2 Worldover shall use commercially reasonable endeavours to make the Services available 24 hours a day, seven days a week, except for:
- 3.2.1 planned maintenance carried out during the maintenance window of 8.00 pm to 6.00 am UK time; and
 - 3.2.2 unscheduled emergency maintenance, repairs and alterations.
- 3.3 The Customer acknowledges and accepts that sending (or sharing) a Deliverable and/or any other information/documentation to (or with) third parties (including governmental agencies and regulatory bodies) via the Platform may be irrevocable and, in most cases, it will not be possible to recall the information/documentation. Worldover shall have no liability to the Customer in circumstances where information or documentation is inadvertently or erroneously sent to (or shared with) a third party via the Platform.

4. INPUT DATA

- 4.1 The Customer shall own all right, title and interest in and to all of its Input Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Input Data.
- 4.2 In the event of any loss or damage to Input Data, the Customer's sole and exclusive remedy shall be for Worldover to use reasonable commercial endeavours to restore the lost or damaged Input Data from the latest back-up of such Input Data maintained by Worldover in accordance with its back-up or other such procedures. Worldover shall not be responsible for any loss, destruction, alteration or disclosure of Input Data caused by any third party (except those third parties sub-contracted by Worldover to perform services related to Input Data maintenance and back-up).
- 4.3 Worldover shall, in providing the Services, use reasonable endeavours to protect the privacy and security of the Input Data.

5. DELIVERABLES

- 5.1 The Customer acknowledges that:
- 5.1.1 all Intellectual Property Rights in the Deliverables (save any Input Data and any Customer Personal Data contained within such Deliverables) are and will remain the property of Worldover or its licensors, as the case may be; and
 - 5.1.2 it shall have no rights in or to the Deliverables other than an exclusive, non-assignable, royalty free right to use it under these Terms of Use.
- 5.2 Whilst Worldover endeavours to ensure the accuracy of the Services, the Deliverables are provided for general information only and should not be relied upon or used as the sole basis for ensuring compliance with any laws and/or regulations. Any reliance upon the Deliverables shall be at the Customer's own risk. Worldover shall not be responsible if the Deliverables are not accurate, complete or current. Worldover shall not have any responsibility for any consequence relating directly or indirectly to any action or inaction that the Customer takes based on the Deliverables.
- 5.3 The Customer accepts that Worldover is not a regulated provider of, and nothing in the Services or Deliverables shall (unless otherwise specifically agreed with Worldover) be considered to be regulatory, compliance, financial, tax or legal advice. The Customer shall be responsible for taking its own legal advice in connection with any import or export activities it undertakes.
- 5.4 Worldover hereby grants to the Customer by way of present and future licence, an exclusive, worldwide, royalty free, perpetual and irrevocable

licence to use the Deliverables for its internal business purposes including without limitation the right to make copies of and share the Deliverables with third parties (as reasonably required for its internal business purposes).

6. DATA PROTECTION

- 6.1 For the purposes of this clause 6, the terms controller, processor, data subject, personal data, personal data breach and processing shall have the meaning given to them in the UK GDPR.
- 6.2 Both parties will comply with all applicable requirements of Applicable Laws. This clause 6 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under Applicable Laws.
- 6.3 By entering into this agreement, the Customer consents to (and shall procure all required consents, from its personnel, representatives and agents, in respect of) all actions taken by Worldover in connection with the processing of Customer Personal Data, provided these are in compliance with the then-current version of the Privacy Policy. In the event of any inconsistency or conflict between the terms of the Privacy Policy and this agreement, the Privacy Policy will take precedence.
- 6.4 Without prejudice to clause 6.2 the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of Customer Personal Data to Worldover and lawful collection of the same by Worldover for the duration and purposes of this agreement.
- 6.5 In relation to the Customer Personal Data, the Privacy Policy sets out the scope, nature and purpose of processing by Worldover, the duration of the processing and the types of personal data and categories of data subject.
- 6.6 Without prejudice to the generality of clause 6.2 Worldover shall, in relation to the Customer Personal Data:
 - 6.6.1 process that Customer Personal Data only on the documented instructions of the Customer, unless Worldover is required by Applicable Laws to otherwise process that Customer Personal Data. Where Worldover is relying on Applicable Laws as the basis for processing Customer Personal Data, Worldover shall notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Worldover from so notifying the Customer on important grounds of public interest. Worldover shall inform the Customer if, in the opinion of Worldover, the instructions of the Customer infringe Applicable Laws;
 - 6.6.2 implement the technical and organisational measures set out in the Privacy Policy to protect against unauthorised or unlawful

processing of Customer Personal Data and against accidental loss or destruction of, or damage to, Customer Personal Data, which the Customer has reviewed and confirms are appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;

- 6.6.3 ensure that any personnel engaged and authorised by Worldover to process Customer Personal Data have committed themselves to confidentiality or are under an appropriate statutory or common law obligation of confidentiality;
- 6.6.4 assist the Customer insofar as this is possible (taking into account the nature of the processing and the information available to Worldover), and at the Customer's cost and written request, in responding to any request from a data subject and in ensuring the Customer's compliance with its obligations under Applicable Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- 6.6.5 notify the Customer without undue delay on becoming aware of a personal data breach involving the Customer Personal Data;
- 6.6.6 at the written direction of the Customer, delete or return Customer Personal Data and copies thereof to the Customer on termination of the agreement unless Worldover is required by Applicable Law to continue to process that Customer Personal Data. For the purposes of this clause 6.6.6 Customer Personal Data shall be considered deleted where it is put beyond further use by Worldover; and
- 6.6.7 maintain records to demonstrate its compliance with this clause 6.
- 6.7 The Customer hereby provides its prior general authorisation for Worldover to:
 - 6.7.1 appoint processors to process the Customer Personal Data, provided that Worldover:
 - (a) shall ensure that the terms on which it appoints such processors comply with Applicable Laws, and are consistent with the obligations imposed on Worldover in this clause 6;

- (b) shall remain responsible for the acts and omission of any such processor as if they were the acts and omissions of Worldover; and
- (c) shall inform the Customer of any intended changes concerning the addition or replacement of the processors, thereby giving the Customer the opportunity to object to such changes provided that if the Customer objects to the changes and cannot demonstrate, to Worldover's reasonable satisfaction, that the objection is due to an actual or likely breach of Applicable Law, the Customer shall indemnify Worldover for any losses, damages, costs (including legal fees) and expenses suffered by Worldover in accommodating the objection.

6.7.2 transfer Customer Personal Data outside of the UK as reasonably required for the ongoing provision of the Services, provided that Worldover shall ensure that all such transfers are effected in accordance with Applicable Laws. For these purposes, the Customer shall promptly comply with any reasonable request of Worldover, including any request to enter into standard data protection clauses adopted by the EU Commission from time to time (where the EU GDPR applies to the transfer) or adopted by the UK Information Commissioner from time to time (where the UK GDPR applies to the transfer).

6.8 Either party may, at any time on not less than 30 days' notice, revise clause 6 by replacing it (in whole or part) with any applicable standard clauses approved by the EU Commission or the UK Information Commissioner's Office or forming part of an applicable certification scheme or code of conduct (**Amended Terms**). Such Amended Terms shall apply when replaced by attachment to the Contract, but only in respect of such matters which are within the scope of the Amended Terms.

7. THIRD PARTY PROVIDERS

The Customer acknowledges that the Services may enable or assist it to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that it does so solely at its own risk. Worldover makes 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 the Customer, with any such third party. Any contract entered into and any transaction completed via any third-party website is between the Customer and the relevant third party, and not Worldover. Worldover recommends that the Customer refers to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. Worldover does not endorse or approve any third-party website nor the content of any of the third-party website made available via the Services and shall have no liability to the Customer for any loss or damage suffered as a result of a Customer accessing and/or using any such third-party website.

8. WORLDOVER'S OBLIGATIONS

8.1 Worldover undertakes that the Services will be performed substantially in accordance with the Documentation and with reasonable skill and care.

8.2 The undertaking at clause 8.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary, the Documentation or Worldover's instructions, or modification or alteration of the Services requested by the Customer or made by any party other than Worldover or Worldover's duly authorised contractors or agents. If the Services do not conform with the foregoing undertaking, Worldover will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 8.1. Notwithstanding the foregoing, Worldover:

8.2.1 does not warrant that the Customer's use of the Services will be uninterrupted or error-free, or that the Services, Documentation and/or the information obtained by the Customer through the Services will meet the Customer's requirements; and

8.2.2 is 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 the Customer acknowledges that the Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

8.3 These Terms of Use shall not prevent Worldover from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products

and/or services which are similar to those provided hereunder.

- 8.4 Worldover warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations hereunder.

9. CUSTOMER'S OBLIGATIONS

- 9.1 The Customer agrees and undertakes to:

9.1.1 provide Worldover with:

- (a) all necessary co-operation in relation to the Contract; and
- (b) all necessary access to such information as may be required by Worldover,

in order to provide the Services, including but not limited to Input Data, security access information and configuration services;

9.1.2 comply with all applicable laws and regulations with respect to its activities hereunder;

9.1.3 carry out all other Customer responsibilities set out in these Terms of Use in a timely and efficient manner;

9.1.4 ensure that the Authorised Users use the Services and the Documentation in accordance with these Terms of Use and shall be responsible to Worldover for any Authorised User's breach of these Terms of Use;

9.1.5 ensure that its network and systems comply with the relevant specifications provided by Worldover from time to time; and

9.1.6 be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to Worldover's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

9.2 The Customer shall own all right, title and interest in and to all of the Input Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Input Data.

10. CHARGES AND PAYMENT

10.1 The Customer shall pay the Fees (if any) to Worldover for the Services in accordance with the Order Form and this clause 10.

10.2 Worldover shall invoice the Customer for the Fees in accordance with the Order Form, payable within 30 days.

10.3 If Worldover has not received payment by the due date, and without prejudice to any other rights and remedies of Worldover:

10.3.1 Worldover may, without liability to the Customer, disable the Customer's password, account and access to all or part of the Services and Worldover shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and

10.3.2 interest shall accrue on a daily basis on such due amounts at an annual rate equal to 4% over the then current base lending rate of HSBC Plc from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.

10.4 All amounts and fees stated or referred to in these Terms of Use and the Order Form (including but not limited to the Fees):

10.4.1 shall be payable in pounds sterling;

10.4.2 are, subject to clause 15.2 (only), non-cancellable and non-refundable; and

10.4.3 are exclusive of value added tax, which (if applicable) shall be added to Worldover's invoice(s) and charged at the appropriate rate.

11. PROPRIETARY RIGHTS

11.1 The Customer acknowledges and agrees that Worldover and/or its licensors own all Intellectual Property Rights in the Services and the Documentation. Except as expressly stated herein, these Terms of Use do not grant the Customer any rights to, under or in, any Intellectual Property Rights in respect of the Services or the Documentation.

11.2 Worldover confirms that it has all the rights in relation to the Services, Deliverables and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, these Terms of Use.

12. CONFIDENTIALITY

12.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations hereunder. A party's Confidential Information shall not be deemed to include information that:

12.1.1 is or becomes publicly known other than through any act or omission of the receiving party;

- 12.1.2 was in the other party's lawful possession before the disclosure;
- 12.1.3 is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or
- 12.1.4 is independently developed by the receiving party, which independent development can be shown by written evidence.
- 12.2 Subject to clause 12.4, 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 the implementation of the Contract.
- 12.3 Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of these Terms of Use.
- 12.4 A party may disclose Confidential Information to 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, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 12.4, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.
- 12.5 Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.
- 12.6 The Customer acknowledges that details of the Services, and the results of any performance tests of the Services, constitute Worldover's Confidential Information.
- 12.7 Worldover acknowledges that the Input Data is the Confidential Information of the Customer.
- 12.8 The parties acknowledge that damages may be an insufficient remedy for breach of the undertakings set out in this clause 12 of these Terms of Use and that in addition, without prejudice to all other remedies available to the disclosing party, the disclosing party shall be entitled to a specific performance, injunction or other equitable relief as a remedy for such breach.
- 12.9 The above provisions of this clause 12 shall survive termination of the Contract, however arising.
- 12.10 Worldover may announce on its website (or otherwise) that it has entered into an agreement to provide services to the Customer and include a

graphical representation of the Customer's logo along with such announcement.

13. LIMITATION OF LIABILITY

- 13.1 Except as expressly and specifically provided herein:
 - 13.1.1 the Customer assumes sole responsibility for Deliverables obtained from the use of the Services by the Customer, and for conclusions drawn from such use. Worldover shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Worldover by the Customer in connection with the Services, or any actions taken by Worldover at the Customer's direction;
 - 13.1.2 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 these Terms of Use; and
 - 13.1.3 the Services and the Documentation are provided to the Customer on an "as is" basis.
- 13.2 Nothing in these Terms of Use excludes the liability of Worldover:
 - 13.2.1 for death or personal injury caused by Worldover's negligence; or
 - 13.2.2 for fraud or fraudulent misrepresentation.
- 13.3 Subject to clause 13.1 and clause 13.2:
 - 13.3.1 Worldover shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any 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, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising hereunder; and
 - 13.3.2 Worldover's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Fees actually received by Worldover from the Customer over the preceding 12 months.
- 13.4 Nothing in this agreement excludes the liability of the Customer for breach, infringement or

misappropriation of Worldover's Intellectual Property Rights.

14. TERM AND TERMINATION

14.1 The Contract shall, unless otherwise terminated as provided in this clause 14, commence on the Effective Date and shall continue for the Initial Subscription Term and, thereafter, this agreement shall be automatically renewed for successive periods of 12 months (each a **Renewal Period**), unless:

14.1.1 either party gives the other party notice of termination, in writing, at least 30 days before the end of the Initial Subscription Term or any Renewal Period, in which case the Contract shall terminate upon the expiry of the then current Initial Subscription Period or Renewal Period; or

14.1.2 otherwise terminated in accordance with the provisions of these Terms of Use.

14.2 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

14.2.1 the other party fails to pay any amount due hereunder on the due date for payment and remains in default not less than 15 days after being notified in writing to make such payment;

14.2.2 the other party commits a material breach of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 5 Business Days after being notified in writing to do so;

14.2.3 the other party repeatedly breaches any of the terms of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract;

14.2.4 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;

14.2.5 the other party applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986; or

14.2.6 the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

15. CONSEQUENCES OF TERMINATION

15.1 On termination of the Contract for any reason:

15.1.1 all licences granted hereunder shall immediately terminate and the Customer shall immediately cease all use of the Services (save that nothing shall prohibit the Customer from continuing to use the Deliverables in accordance with the licence under these Terms of Use);

15.1.2 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, save that the Customer may continue to use the Deliverables in accordance with the licence in these Terms of Use;

15.1.3 subject to clause 15.3, Worldover may destroy or otherwise dispose of any of the Input Data in its possession after a period of 3 months after termination of the Contract;

15.1.4 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

15.1.5 clauses 6, 11 and 12 shall survive and the obligations contained therein shall continue.

15.2 On termination of the Contract by Worldover pursuant to clause 14.1, or the Customer pursuant to clause 14.2, Worldover shall reimburse the Customer for any Fees paid in advance for Services not yet provided (on a linear and/or pro rata basis).

15.3 Subject to the payment in full of all Fees properly due under the Contract, on termination or expiry of the Contract (howsoever occurring, including in connection any insolvency event (as set out in clauses 14.2.4 to 14.2.6 inclusive)), Worldover shall, at no further cost to the Customer:

15.3.1 provide reasonable assistance and consultation to ensure a smooth and timely transition of the Services from Worldover to any third party which the Customer nominates or appoints to provide services substantially similar to the Services upon expiry or termination of this Agreement (**Successor**) for a reasonable period following such expiry or termination; and

15.3.2 make all Input Data and (pre-existing) Deliverables available for

collection or download by the Customer or any Successor.

16. FORCE MAJEURE

Worldover shall have no liability to the Customer hereunder if it is prevented from or delayed in performing its obligations under the Contract, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of Worldover or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that the Customer is notified of such an event and its expected duration.

17. WAIVER

No failure or delay by a party to exercise any right or remedy provided hereunder or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

18. RIGHTS AND REMEDIES

Except as expressly provided in the Contract, the rights and remedies provided under the Contract are in addition to, and not exclusive of, any rights or remedies provided by law.

19. SEVERANCE

19.1 If any provision (or part of a provision) of the Contract is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

19.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

20. ENTIRE AGREEMENT

20.1 These Terms of Use, the Order Form and any other documentation specifically referred to therein, 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.

20.2 Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms of Use or the Order Form.

20.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Terms of Use or the Order Form.

20.4 Nothing in this clause 20 shall limit or exclude any liability for fraud.

21. VARIATIONS

21.1 Worldover is continuously updating and changing the Services, and reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, any part of the Services with or without notice. The Customer agrees that Worldover shall not be liable to it or to any third party for any modification, suspension or discontinuance of the Services (or any part thereof).

21.2 Worldover reserves the right, with the Customer's consent not to be unreasonably withheld or delayed (and delay shall in this instance mean 10 Business Days, after which the Customer shall be deemed to consent) to vary these Terms of Use by posting revised terms on its website and giving the Customer notice of the same.

22. ASSIGNMENT

22.1 The Customer shall not, without the prior written consent of Worldover, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.

22.2 Worldover may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract. Worldover shall remain responsible for the acts and/or omissions of its assignees or sub-contractors.

23. NO PARTNERSHIP OR AGENCY

Nothing in the Contract is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

24. THIRD PARTY RIGHTS

The Contract does not confer any rights on any person or party (other than the parties to the

Contract and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

25. NOTICES

- 25.1 Any notice required to be given under the Contract shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its address set out in the Order Form, or such other address as may have been notified by that party for such purposes, or sent by email to the other party's email address as set out in the Order Form, and in each case, as may be updated from time to time by notice in writing to the other party.
- 25.2 A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9 am on the first business day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post. A notice sent by email shall be deemed to have been received at the time of transmission (as shown on the sender's server).

26. GOVERNING LAW

The 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 law of England and Wales.

27. JURISDICTION

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 the Contract or its subject matter or formation (including non-contractual disputes or claims).

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