

Locale's Terms

1. Interpretation

The following definitions and rules of interpretation apply in this Contract.

1.1 Definitions:

Affiliate: in relation to a party, any entity that directly or indirectly controls, is controlled by, or is under common control with that party from time to time.

Agent: the agent of the Customer whose details are set out in the Order Form or such other agent as the Customer may give notice to the Locale Party that it has appointed in accordance with clause 4.

Authorised Users: those employees, agents and independent contractors of the Customer who are authorised by the Customer to use the Cloud Services.

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

Business Hours: the period from 9.00 am to 5.30 pm on any Business Day.

Change of Control: the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the general management of the company, and **controls, controlled** and the expression **change of control** shall be construed accordingly.

Cloud Services: has the meaning given to it in the Cloud Services Terms.

Cloud Service Terms: the cloud service terms set out in Schedule 1.

Commencement Date: the date on which both parties sign the Contract.

Confidential Information: information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 11.6.

Configuration Services: the configuration and related work set out in the Contract Details or the Proposal to be performed by the Locale Party to configure the Cloud Services.

control: the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the general management of the company, and **controls, controlled** and the expression **change of control** shall be construed accordingly.

Contract: the contract formed by the Customer and the Locale Party in accordance with clause 2.

Contract Details: the section of the Order Form marked "Contract Details".

Customer: the customer whose details are set out in the Contract Details.

Customer Data: the data inputted by the Customer, Authorised Users, or the Locale Party on the Customer's behalf for the purpose of using the Services or facilitating the Customer's use of the Services.

Customer Materials: all documents, information, items, content (including text, information, images, audio or video materials) and materials in any form, whether owned by the Customer or a third party, which are provided by the Customer to the Locale Party in connection with any of the Services.

Data Protection Legislation:

- (i) to the extent the UK GDPR applies, the laws of the United Kingdom or of a party of the United Kingdom which relates to the protection of personal data; or

- (ii) to the extent that the EU GDPR applies, the law of the European Union or any member state of the European Union to which the Customer is subject, which relates to the protection of personal data.

Deliverables: all documents, products and materials developed by the Locale Party or its agents, subcontractors and personnel as part of or in relation to the Services in any form, including without limitation computer programs, data, reports and specifications (including drafts).

Documentation: the documents, including the Cloud Service Specification (as defined in the Cloud Services Terms) or other specification documents from time to time, made available to the Customer by the Locale Party online via www.locale.co.uk such other web address notified by the Locale Party to the Customer from time to time which sets out a description of the Services and the user instructions for the Services.

Domestic Law: the law of the United Kingdom or a part of the United Kingdom.

Equipment Lease Terms: the equipment lease terms set out in Schedule 4.

Equipment Sale Terms: the equipment sale terms set out in Schedule 5

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

EU Law: the law of the European Union or any member state of the European Union.

General Services: the Bespoke Software Services, Configuration Services or any services other than Cloud Services and Video Services, including without limitation any Deliverables, (if any) to be provided by the Locale Party pursuant to this Contract, as described in the Contract Details or the Proposal.

Group: in relation to a company, that company, any subsidiary or holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company.

holding company: has the meaning given in clause 1.2.

Initial Subscription Term: the initial term of this Contract as set out in the Contract Details.

Intellectual Property Rights: 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, 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.

Known Vulnerabilities: any Vulnerability that has either:

- (iii) been assigned a Common Vulnerabilities and Exposures (CVE) number;
- (iv) been disclosed on the National Vulnerability Database available at the website operated by the US National Institute of Standards and Technology (NIST) from time to time; or
- (v) been disclosed on the internet, or any open public database, such that it would be revealed by reasonable searches conducted in accordance with Good Industry Practice.

Latent Vulnerabilities: any instances of typical classes of Vulnerability. For example, buffer overflows, cross-site scripting (XSS) and Structure Query Language (SQL) injection.

Launch Date: the date(s) on which the Locale Party makes the Cloud Services (or any of them) available to the Customer via the Portal following completion of the Configuration Services.

Locale: Locale Limited incorporated and registered in England and Wales with company number 05688298.

Locale Party: the company providing Services under this Contract identified in the Contract Details.

Notice Period: the minimum period of notice before which the parties need to agree to a renewal of the relevant term of the Contract as set out in the Contract Details.

Order: the Customer's order for the Services set out in the Order Form.

Order Form: the Order Form submitted electronically by the Customer via such electronic form as Locale submitted to the Customer in anticipation of entering into a Contract from time to time.

Portal: the website at the domain or sub-domain set out in the Contract Details or Proposal (or such other domain or sub-domain agreed by the parties in writing) through which the Locale Party will make the Cloud Services available to the Customer as more particularly described in the Contract Details or the Proposal.

Properties: the land and buildings set out in the Contract Details or the Proposal or such other land or buildings that the parties agree in writing and **Property** shall be construed accordingly.

Proposal: the Locale Party's proposal for the Services sent to the Customer with the Order Form.

Relevant Contract Terms: the Terms that apply in a Contract as set out in clause 5.

Services: all services, including without limitation any Cloud Services, General Services and Video Services and Deliverables, to be provided by the Locale Party pursuant to this Contract, as described in the Contract Details or the Proposal.

Services Terms: the services terms set out in Schedule 5.

Sexual Harassment Policy: Locale's sexual harassment policy made available to the Customer by Locale online via www.locale.co.uk, as varied from time to time.

SLA: the service level agreement set out in Schedule 2.

Subscription Term: has the meaning given to it in the Cloud Services Terms.

subsidiary: has the meaning given in clause 1.2.

Terms: means the Cloud Services Terms, Services Terms, Equipment Lease Terms, Equipment Sale Terms or the Video Terms (as appropriate).

UK GDPR: has the meaning given to it in section 3(10) of the Data Protection Act 2018 (as supplemented by section 205(4)) of the Data Protection Act 2018).

VAT: value added tax chargeable in the UK.

Video Services: the video production services (if any) to be provided by the Locale Party pursuant to this Contract, as described in the Contract Details or the Proposal.

Video Terms: the video terms set out in Schedule 6.

Virus: any thing or device (including any software, code, file or program) which may:

- (i) 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;

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

Vulnerability: a weakness in the computational logic (for example, code) found in software and hardware components that when exploited, results in a negative impact to the confidentiality, integrity, or availability, and the term **Vulnerabilities** shall be construed accordingly.

- 1.2 The terms controller, processor, data subject, personal data, personal data breach, processing and appropriate technical and organisational measures have the meaning given to them in the Data Protection Legislation.
- 1.3 **Holding company** and **subsidiary** mean a "holding company" and "subsidiary" as defined in section 1159 of the Companies Act 2006 and a company shall be treated, for the purposes only of the membership requirement contained in subsections 1159(1)(b) and (c), as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee), whether by way of security or in connection with the taking of security, or (b) its nominee. In the case of a limited liability partnership which is a subsidiary of a company or another limited liability partnership, section 1159 of the Companies Act 2006 shall be amended so that: (a) references in sub sections 1159(1)(a) and (c) to voting rights are to the members' rights to vote on all or substantially all matters which are decided by a vote of the members of the limited liability partnership; and (b) the reference in section 1159(1)(b) to the right to appoint or remove a majority of its board of directors is to the right to appoint or remove members holding a majority of the voting rights.
- 1.4 Clause, schedule and paragraph headings shall not affect the interpretation of this Contract.
- 1.5 A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns.
- 1.6 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.7 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.8 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.9 A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this Contract.
- 1.10 A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this Contract under that statute or statutory provision.
- 1.11 A reference to writing or written includes e-mail but not faxes.
- 1.12 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.13 To the extent they are incorporated into the Contract by clause 5:
 - 1.13.1 the Schedules form part of this Contract and shall have effect as if set out in full in the body of this Contract; and
 - 1.13.2 any reference to this Contract includes the Schedules so incorporated.
- 1.14 A reference to this Contract or to any other agreement or document is a reference to this Contract or such other agreement or document, in each case as varied from time to time.

- 1.15 References to clauses and Schedules are to the clauses and Schedules of this Contract and references to paragraphs are to paragraphs of the relevant Schedule.

2. Contract Formation

- 2.1 The Order constitutes an offer by the Customer to purchase the Services in accordance with the Relevant Contract Terms. The Customer is responsible for ensuring that the terms of the Order and applicable Proposal are complete and accurate.
- 2.2 The Order shall only be deemed to be accepted when the Locale Party issues a written acceptance of the Order, at which point the Contract shall come into existence.
- 2.3 The quotation for the services given by the Locale Party shall not constitute an offer. A quotation shall only be valid for a period of 30 days from its date of issue.
- 2.4 The Contract is made up of, and incorporates, the following:
- 2.4.1 the Contract Details;
 - 2.4.2 the terms of the main body of this Contract;
 - 2.4.3 the Relevant Contract Terms ; and
 - 2.4.4 the Proposal.
- 2.5 If there is any conflict or ambiguity between the terms of the documents listed in clause 2.4 of the Contract, a term contained in a document higher in the list shall have priority over one in a document lower in the list.

3. Agent's warranties and obligations

- 3.1 The Agent warrants, represents and undertakes that on the date it submits the Order Form on behalf of the Customer:
- 3.2 it is a duly authorised representative of the Customer for the purposes of entering into the relevant Contract;
- 3.3 it has full capacity and all requisite power and authority to enter into the relevant Contract for and on behalf of the Customer on whose behalf it is entering into the relevant Contract;
- 3.4 once the Agent has submitted the Order Form for and on behalf of the Customer on whose behalf it signs the relevant Contract, the Contract formed in accordance with clause 2 will constitute a legal, valid and binding obligation on that Customer in accordance with its terms;
- 3.5 the formation of this Contract by or on behalf of the Customer on whose behalf it has entered into this Contract, and compliance by the Customer with the terms of this Contract, shall not breach or constitute a default:
- 3.5.1 under the Customer's articles of association, or any other agreement or instrument to which the Customer is a party or by which the Customer is bound; or
 - 3.5.2 of any order, judgment, decree or other restriction applicable to the Customer.

4. Change of Agent

- 4.1 If the Customer appoints a new Agent during the term of this Contract, the Customer shall give notice to the Locale Party of the change of Agent including:
- 4.1.1 the particulars of the new Agent as set out in the Contract Details; and
 - 4.1.2 the date from which the new Agent will be appointed (which shall be no earlier than five Business Days from the date on which the notice is deemed to be served in accordance with clause 21).
- 4.2 The Contract will remain in full force and effect notwithstanding the Customer changing its Agent and the new Agent shall have the same power and authority to act on behalf of the Customer as the outgoing Agent.

5. Relevant Contract Terms and Customer obligations

- 5.1 In addition to the terms set out in the main body of this Contract, the following Terms shall apply to a Contract as set out below:
- 5.1.1 in the case of a Contract which includes the provision of a Portal and or other cloud computing services by a Locale Party to a Customer, the Cloud Services Terms and the SLA;
 - 5.1.2 in the case of a Contract which includes the provision of services (including, for the avoidance of doubt, Configuration Services in relation to a Portal or other cloud computing services), other than the provision a Portal or other cloud computing services, by a Locale Party to a Customer, the Services Terms; and
 - 5.1.3 in the case of a Contract which includes the lease of equipment by a Locale Party to a Customer, the Equipment Lease Terms;
 - 5.1.4 in the case of a Contract which includes the sale of equipment by a Locale Party to a Customer, the Equipment Sale Terms; and
 - 5.1.5 in the case of a Contract which includes the provision of a video by a Locale Party to a Customer, the Video Terms.
- 5.2 The Customer shall, and shall procure that each member of its Group shall, comply with the Sexual Harassment Policy.

6. Payment

- 6.1 All amounts due to the Locale Party under this Contract shall be paid within 30 days of the date of the Locale Party's invoice.
- 6.2 If the Locale Party has not received payment on the due date interest shall accrue on a daily basis on all due amounts at an annual rate equal to the rate provided for by the Late Payment of Commercial Debts (Act) 1998 from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.
- 6.3 All amounts and fees stated or referred to in this Contract shall be payable in pounds sterling are exclusive of VAT, which shall be added to the Locale Party's invoice(s) at the appropriate rate.

7. Data Protection

- 7.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 7 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
- 7.2 The parties acknowledge that:
- 7.2.1 if the Locale Party processes any personal data on the Customer's behalf when performing its obligations under this Contract, for the purposes of the Data Protection Legislation, the Customer is the controller and the Locale Party is the processor for the purposes of the Data Protection Legislation; and
 - 7.2.2 the personal data may be transferred or stored outside the United Kingdom or, to the extent the EU GDPR applies, the country where the Customer and the Authorised Users are located in order to carry out the Services and the Locale Party's other obligations under this agreement.
- 7.3 Without prejudice to the generality of clause 7.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to the Locale Party and/or lawful collection of the personal data by the Locale Party on behalf of the Customer for the duration

and purposes of this Contract so that the Locale Party may lawfully use, process and transfer the personal data in accordance with this agreement on the Customer's behalf.

- 7.4 Without prejudice to the generality of clause 7.1, the Locale Party shall, in relation to any personal data processed in connection with the performance by the Locale Party of its obligations under this Contract:
- 7.4.1 process that personal data only on the written instructions of the Customer unless the Locale Party is required by Domestic Law or EU Law to otherwise process that personal data. Where the Locale Party is relying on Domestic Law or EU Law as the basis for processing personal data,, the Locale Party shall promptly notify the Customer of this before performing the processing required by the Domestic Law or EU Law unless those Domestic Law or EU Law prohibits the Locale Party from so notifying the Customer;
 - 7.4.2 ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential; and
 - 7.4.3 not transfer any personal data outside of the United Kingdom or the EEA unless the following conditions are fulfilled:
 - (i) the Customer or the Locale Party has provided appropriate safeguards in relation to the transfer;
 - (ii) the data subject has enforceable rights and effective legal remedies;
 - (iii) the Locale Party complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and
 - (iv) the Locale Party complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the personal data;
 - 7.4.4 assist the Customer, at the Customer's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - 7.4.5 notify the Customer without undue delay on becoming aware of a personal data breach;
 - 7.4.6 at the written direction of the Customer, delete or return personal data and copies thereof to the Customer on termination of the agreement unless required by Domestic Law or EU Law to store the personal data; and
 - 7.4.7 maintain complete and accurate records and information to demonstrate its compliance with this clause 7.
- 7.5 Each party shall ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the other party, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, 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 (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it).

- 7.6 The Customer consents to the Locale Party appointing Rackspace or such other cloud computing provider as the Locale Party may appoint from time to time as a third-party processor of personal data under this Contract. the Locale Party confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement substantially on that third party's standard terms of business. As between the Customer and the Locale Party, the Locale Party shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 7.6.
- 7.7 Either party may, at any time on not less than 30 days' notice, revise this clause 7 by replacing it with any applicable controller to processor standard clauses or similar terms forming party of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).

8. Customer Data and Customer Materials

- 8.1 The Customer shall own all right, title and interest in and to all of the Customer Data and the Customer Materials and shall be solely responsible for the legality, reliability, integrity, accuracy and quality of the Customer Data and the Customer Materials.
- 8.2 The Customer grants the Locale Party a fully-paid, non-exclusive, royalty-free non-transferable licence to copy and modify the Customer Data and the Customer Materials for the Subscription Term for the purpose of providing the Services to the Customer.

9. Termination

- 9.1 Without affecting any other right or remedy available to it, either party may terminate this Contract with immediate effect by giving written notice to the other party if:
- 9.1.1 the other party repeatedly breaches any of the terms of this 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 this Contract;
- 9.1.2 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:
- (i) (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 (**IA 1986**) as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the IA 1986;
 - (ii) (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the IA 1986; or
 - (iii) (being a partnership) has any partner to whom any of the foregoing apply;
- 9.1.3 the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- 9.1.4 the other party applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;
- 9.1.5 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other party (being a company, limited liability partnership or partnership) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

- 9.1.6 an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or an administrator is appointed, over the other party (being a company, partnership or limited liability partnership);
 - 9.1.7 the holder of a qualifying floating charge over the assets of that other party (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;
 - 9.1.8 a person becomes entitled to appoint a receiver over all or any of the assets of the other party or a receiver is appointed over all or any of the assets of the other party;
 - 9.1.9 the other party (being an individual) is the subject of a bankruptcy petition, application or order;
 - 9.1.10 a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;
 - 9.1.11 any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 9.1.2 to clause 9.1.10 (inclusive); or
 - 9.1.12 the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.
- 9.2 Without affecting any other right or remedy available to it, the Locale Party may terminate this Contract with immediate effect by giving written notice to the Customer if:
- 9.2.1 the Customer fails to pay any amount due under this Contract on the due date for payment and remains in default not less than 10 days after being notified in writing to make such payment;
 - 9.2.2 the Customer commits a material breach of any other term of this Contract and (if such breach is remediable) fails to remedy that breach within a period of 10 days after being notified in writing to do so;
 - 9.2.3 there is a Change of Control of the Customer; or
 - 9.2.4 the Customer breaches clause 5.2.
- 9.3 Without affecting any other right or remedy available to it, if the Customer has entered into this Contract under a Framework Agreement between (1) Locale and (2) an agent acting on behalf of the Customer, the Customer may terminate this Contract by giving not less than the Notice Period written notice to the Locale Party if the Managing Agent terminates its contract in relation to the management of the Property with the Customer.

10. Consequences of termination

- 10.1 On termination or expiry of this Contract for any reason:
- 10.1.1 the Customer shall immediately pay to the Locale Party all of the Locale Party's outstanding unpaid invoices and interest and, in respect of the Services supplied but for which no invoice has been submitted, the Locale Party may submit an invoice, which shall be payable immediately on receipt;
 - 10.1.2 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;

- 10.1.3 the Locale Party may destroy or otherwise dispose of any of the Customer Data in its possession, unless the Locale Party receives, no later than ten days after the effective date of the termination of this Contract, a written request for the delivery to the Customer of the then most recent back-up of the Customer Data. the Locale Party shall use reasonable commercial endeavours to deliver the back-up to the Customer within 30 days of its receipt of such a written request, provided that the Customer has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). The Customer shall pay all reasonable expenses incurred by the Locale Party in returning or disposing of Customer Data; and
- 10.1.4 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 agreement which existed at or before the date of termination shall not be affected or prejudiced.

11. Confidentiality

- 11.1 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:
- 11.1.1 is or becomes publicly known other than through any act or omission of the receiving party;
 - 11.1.2 was in the other party's lawful possession before the disclosure;
 - 11.1.3 is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or
 - 11.1.4 is independently developed by the receiving party, which independent development can be shown by written evidence.
- 11.2 Subject to clause 11.4, 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 this Contract.
- 11.3 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 breach of the terms of this Contract.
- 11.4 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, the disclosing party 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 11.4, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.
- 11.5 No party shall make, or permit any person to make, any public announcement concerning this Contract without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.
- 11.6 The Locale Party acknowledges that the Customer Data is the Confidential Information of the Customer.
- 11.7 This clause 11 shall survive termination of this Contract, however arising.

12. Force majeure

- 12.1 The Locale Party shall have no liability to the Customer 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 (provided that the Customer is notified of such an event and its expected duration), including, without limitation:

- 12.1.1 strikes, lock-outs or other industrial disputes (whether involving the workforce of the Locale Party or any other party);
- 12.1.2 failure of a utility service or transport or telecommunications network;
- 12.1.3 act of God, war, riot, civil commotion, malicious damage;
- 12.1.4 compliance with any law or governmental order, rule, regulation or direction;
- 12.1.5 accident;
- 12.1.6 breakdown of plant or machinery;
- 12.1.7 fire, flood, storm;
- 12.1.8 default of suppliers or sub-contractors; or
- 12.1.9 epidemic or pandemic.

13. Variation

- 13.1 No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

14. Waiver

- 14.1 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, 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.

15. Rights and remedies

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

16. Severance

- 16.1 If any provision (or part of a provision) of this 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.
- 16.2 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.

17. Entire agreement

- 17.1 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.
- 17.2 Each party acknowledges that in entering into this 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 this Contract.
- 17.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Contract.
- 17.4 Nothing in this clause shall limit or exclude any liability for fraud.

18. Assignment

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

19. No partnership or agency

- 19.1 Nothing in this 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).

20. Third party rights

- 20.1 The Customer and any of its Affiliates may enforce the terms of this Contract subject to and in accordance with this clause 20, this Contract and the Contracts (Rights of Third Parties) Act 1999.
- 20.2 It is agreed that it is intended to confer a benefit on the Customer and its Affiliates by making the Services available to the Authorised Users in accordance with this Contract, provided that the rights of such Affiliates under this Contract shall only be enforceable by the Customer on their behalf. The Customer will owe no duty to them to enforce such rights and it may conduct or compromise any relevant proceedings as it sees fit.
- 20.3 Expected as provided in clause 20.1, his agreement does not confer any rights on any person or party (other than the parties to this Contract and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 20.4 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this Contract is not subject to the consent of any person that is not a party to this Contract.

21. Notices

- 21.1 Any notice given to a party under or in connection with this Contract shall be in writing and shall be:
 - 21.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
 - 21.1.2 sent by email to the address for the relevant party set out in the Contract Details.
- 21.2 Any notice shall be deemed to have been received:
 - 21.2.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
 - 21.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; and
 - 21.2.3 if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 21, **business hours** means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- 21.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

22. Counterparts

- 22.1 This Contract may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 22.2 Transmission of an executed counterpart of this Contract (but for the avoidance of doubt not just a signature page) by (a) fax or (b) email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Contract. If either method of delivery is adopted, without prejudice to the validity of the Contract thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

23. Electronic signatures

Each party agrees that either party may sign this Contract by electronic signature (whatever form the electronic signatures takes) and that this method of signature is as conclusive of our intention to be bound by this Contract as if signed by each party's manuscript signature.

24. Governing law and jurisdiction

- 24.1 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 law of England and Wales.
- 24.2 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).

Schedule 1 Cloud Services Terms

1. Interpretation

1.1 The definitions and rules of interpretation in this paragraph apply in this Contract.

Applications: any software, applications or other code owned by or licensed to the Customer that the Customer installs or loads onto, or creates using, any Cloud Services designed for such purposes.

Cloud Services: means each service hosting/making available the Software and described in the relevant Cloud Service Specification and made available to the Customer via the Internet or other network.

Cloud Service Specification: means each document describing the functionality and technical specification of each Cloud Service, as set out in the Proposal as the same may be updated from time to time.

Configuration Form: the Configuration Form submitted electronically by the Customer via such platform as Locale may submit to the Customer electronically from time to time.

Configuration Services: the configuration and related work set out in the Contract Details or the Proposal to be performed by the Locale Party to configure the Cloud Services so that the Cloud Services conforms with the relevant Configurations Specification.

Configuration Specification: the specifications for the configuration for and set up of the Cloud Services (including details of the User Categories, the Permissions for each User Category and the Authorised Users to be allocated to each User Category) set out in the relevant Configuration Form completed by the Customer.

Customer Data: the data inputted by the Customer, Authorised Users, or the Locale Party on the Customer's behalf for the purpose of using the Cloud Services or facilitating the Customer's use of the Cloud Services.

Effective Date: the date of this Contract.

Extended Subscription Term: has the meaning given to it in paragraph 12.1.

Maintenance Services Description: means the part of the Proposal describing the maintenance and support services to be provided by the Locale Party for the Cloud Services.

Normal Business Hours: 24 hours a day, seven days a week.

Permissions: the access and other permissions granted to each User Category.

Property Subscriptions: the subscriptions purchased by the Customer which entitle Authorised Users to access and use the Cloud Services and the Documentation for each Property in accordance with this Contract.

Renewal Subscription Term: the period by which the Subscription Term can be extended as set out in the Contract Details.

Services Terms: Locale's services terms which are available at <https://locale.co.uk/wp-content/uploads/2021/04/2021-04-13-Service-Terms.pdf>, as varied from time to time.

Subscription Fees: the subscription fees payable by the Customer to the Locale Party for the Property Subscriptions, as set out in the Contract Details.

Subscription Term: has the meaning given in paragraph 12.1 (being the Initial Subscription Term together with any subsequent Renewal Subscription Term).

Support Services Policy: the Locale Party's policy for providing support in relation to the Cloud Services as set out in the Proposal or such other website address as may be notified to the Customer from time to time.

Training Services: the training on the use and operation of the Cloud Services further details of which are set out in the Order form.

User Account: an account through which an Authorised User accesses and uses the Services.

User Categories: the categories of Authorised Users set out in the Configuration Form or such other categories of Authorised Users as the parties agree in writing to implement in the Software for a Property from time to time.

2. Incorporation of the Services Terms

- 2.1 To the extent that they are specifically identified as applying to Services to be provided by the Locale Party to the Customer under these cloud services terms, the Services Terms (other than paragraph 9 below of the Services Terms) shall be incorporated into this Contract.
- 2.2 If there is any conflict or inconsistency between the terms of the Cloud Services Terms, the Services Terms and the SLA, the following order of priority shall apply such that a term contained in a higher document on the list shall take precedence over a term contained in a lower document on the list:
 - 2.2.1 the SLA;
 - 2.2.2 these Cloud Services Terms; and
 - 2.2.3 the Services Terms.

3. Cloud services

- 3.1 The Locale Party grants to the Customer a limited, non-exclusive, non-transferable, revocable right and licence, without the right to sublicense, to permit the Customer, via rights of access granted to the Customer's Authorised Users, to access and use the Cloud Services:
 - 3.1.1 from the Commencement Date to the Launch Date solely for the purposes of providing access to the Test Portal to those Authorised Users nominated by the Customer for the purposes of paragraph 4; and
 - 3.1.2 from the Launch Date until the end of the Subscription Term solely for the purposes of providing access to the Portal to the Authorised Users.
- 3.2 The grant of this right and licence is subject to the Customer's compliance with this Contract, the Cloud Services Specification and any other documents referenced in, or attached to, this Contract (all such documents together described as this Contract).
- 3.3 In relation to the Authorised Users, the Customer undertakes that:
 - 3.3.1 it will not allow any User Account to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the Cloud Services; and
 - 3.3.2 each Authorised User shall keep a secure password for his use of the Cloud Services and Documentation and that each Authorised User shall keep his password confidential.
- 3.4 The Customer is responsible for all acts and omissions of each Authorised User and any and all use of the Cloud Services using each Authorised User's access credentials.

- 3.5 The Customer shall not, and shall procure that each Authorised User does not:
- 3.5.1 except to the extent expressly permitted by this Contract or lawfully permitted pursuant to applicable law, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Cloud Services, Software or Documentation (as applicable) in any form or media or by any means;
 - 3.5.2 except to the extent expressly permitted by this Contract or lawfully permitted pursuant to applicable law, attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Cloud Services or the Software;
 - 3.5.3 store, access, publish, disseminate, distribute or transmit via the Cloud Services any material which:
 - 3.5.4 is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 - 3.5.5 facilitates illegal activity;
 - 3.5.6 depicts sexually explicit images;
 - 3.5.7 promotes unlawful violence;
 - 3.5.8 is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
 - 3.5.9 is otherwise illegal or causes damage or injury to any person or property;
 - 3.5.10 access all or any part of the Cloud Services and Documentation in order to build a product or service which competes with the Cloud Services or the Documentation;
 - 3.5.11 use the Cloud Services or the Documentation to provide services to third parties;
 - 3.5.12 license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Cloud Services or Documentation available to any third party except the Authorised Users; or
 - 3.5.13 attempt to obtain, or assist third parties in obtaining, access to the Cloud Services or Documentation, other than as provided under this [paragraph 3](#).
- 3.6 To enable the Locale Party to provide the Cloud Services, the Customer grants to Locale and its Affiliates a non-exclusive right and licence to copy, exploit, process, store, transmit and use the Customer Data and Applications solely to the extent necessary to provide the Cloud Services.
- 3.7 The Customer shall procure at its cost, install and maintain all required enabling software and third-party software required to access and use the Cloud Services. The Customer acknowledges that a failure to do so may impact its use of the Cloud Services.
- 3.8 Unless otherwise specified in the Proposal or the Contract Details, the Cloud Services may be provided from any jurisdiction and from more than one jurisdiction at any one time.
- 3.9 The Locale Party warrants that the Cloud Services shall comply in all material respects with the Cloud Services Specification. The Locale Party, as the Customer's sole and exclusive remedy, shall promptly correct any event or circumstance resulting in a breach of this clause Schedule 13.9.
- 3.10 Unless otherwise expressly set out in this Contract, the Locale Party does not warrant that the Cloud Services are fit for the Customer's purposes, are error free or uninterrupted, or are compatible with any hardware or software not specified in the Cloud Services Specification. The Locale Party shall not be liable for the transfer

of data over communications facilities, including the internet, and any limitations, delays, and other problems inherent in the use of such communications facilities.

- 3.11 The Customer acknowledges and agrees that the Locale Party and its licensors own all Intellectual Property Rights in the Cloud Services and the Documentation. Except as expressly stated in this Contract, this Contract does not grant the Customer any rights to, under or in, any Intellectual Property Rights in respect of the Cloud Services or the Documentation.

4. Configuration Services

The Locale Party shall perform the Configuration Services in accordance with paragraph 4 of the Services Terms.

5. Updates, upgrades, maintenance and support

- 5.1 The Locale Party may, from time to time and subject to notifying the Customer in writing in advance, make changes to the Cloud Services to:

- 5.1.1 improve, update or upgrade existing functionality or services;
- 5.1.2 introduce new functionality or services;
- 5.1.3 reflect changes to technology or market practice; or
- 5.1.4 ensure that the Cloud Services remain compliant with all applicable laws, legal obligations or regulations.

- 5.2 Any such changes shall not result in a material degradation in the Cloud Services for the duration of the Initial Term.

- 5.3 Helpdesk, maintenance and support services provided by the Locale Party for the Cloud Services are as set out in the Support Services Policy. The Locale Party may amend the Support Services Policy in its sole and absolute discretion from time to time.

- 5.4 The Locale Party shall provide the Training Services to such number of Authorised Users as are specified in the Contract Details or the Proposal in accordance with the Services Terms.

6. Availability of the Cloud Services

- 6.1 The Cloud Services are designed to be available during Normal Business Hours, subject to any emergency or scheduled maintenance. Scheduled maintenance shall be performed by the Locale Party during the times specified in the Cloud Services Specification. The Locale Party shall use reasonable endeavours to give the Customer advance notice of any emergency maintenance.

- 6.2 The Locale Party shall not be 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. The Customer acknowledges that the Cloud Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

- 6.3 The SLA shall apply with effect from the Launch Date. The SLA is subject to the exclusions and limitations set out in the relevant Cloud Services Specification, the SLA and this Contract.

- 6.4 The Locale Party shall use reasonable endeavours to meet the SLA.

- 6.5 The Locale Party shall, subject always to the terms of this Contract and the Cloud Services Specification, be liable for the service credits specified in the SLA for any failure of the Cloud Services to meet the SLA. Any

service credits due to the Customer pursuant to this clause 6.5 shall be automatically credited to the Customer's account within a reasonable time after receipt from the Customer of a written and valid claim for service credits. The Customer acknowledges and agrees that service credits payable by the Locale Party pursuant to this paragraph 6.5 are its sole and exclusive remedy for the Locale Party's failure to meet the SLA.

6.6 Notwithstanding anything to the contrary in this Contract, or the SLA, the Locale Party is not obliged to pay service credits where the failure to meet the SLA arises in connection with any of the following, or attempts to do any of the following:

6.6.1 denial of services attacks, hacking, malware, viruses; or

6.6.2 errors or issues with the Customer Data, its information technology systems or its acts or omissions (including the acts or omissions of its Authorised Users).

7. Suspension

7.1 The Locale Party may, without prejudice to any other rights or remedies available to it, suspend the Customer's access to, or use of, the Cloud Services in whole or in part and on an Authorised User by Authorised User basis immediately on notice to the Customer if:

7.1.1 the Customer has failed to pay any amounts due to the Locale Party in accordance with paragraph 8;

7.1.2 the Customer is otherwise in breach of its obligations under this Contract;

7.1.3 there is an attack on the Cloud Services used by Customer or if Customer Data is accessed or manipulated by a third party without the Customer's consent;

7.1.4 the Locale Party is required by applicable law to suspend the Customer's access to, or use of, the Cloud Services; or

7.1.5 the Locale Party reasonably believes that the suspension of the Cloud Services is necessary to protect its infrastructure, network or the use of the Cloud Services by other customers because of a threat to the security, integrity or use of the Cloud Services.

7.2 The Locale Party shall use reasonable endeavours to re-establish or permit access to the Cloud Services as soon as possible following the Locale Party's determination that the cause of the suspension has been resolved.

7.3 The Locale Party shall have no liability whether under this Contract or at law to the Customer for any exercise of its rights pursuant to this paragraph 7.

8. Fees

8.1 The Locale Party shall invoice the Customer for the fees and charges (including the Subscription Fees) set out in the Contract Details or a Proposal at the frequency specified in the relevant Contract Details or Proposal. The Customer acknowledges that the Locale Party may invoice for the Cloud Services each time the Customer:

8.1.1 purchases additional services; or

8.1.2 otherwise alters its use of the Cloud Services such that additional amounts may be payable to the Locale Party.

- 8.2 The Subscription Fees will increase annually on each anniversary of the Commencement Date. . The increase in the Subscription Fees will be the higher of:
- 8.2.1 the increase indicated by the percentage increase in the Consumer Prices Index during the previous year; and
 - 8.2.2 5%,
- 8.3 and the Contract Details and the Proposal shall be deemed to have been amended accordingly.

9. Cloud security

- 9.1 The Locale Party will maintain the following security arrangements for the Cloud Services (**Security Arrangements**):
- 9.1.1 all data centres in which the Locale Party hosts any part of the Cloud Services will be ISO27001, SOC2 and SOC3 accredited;
 - 9.1.2 replicate the application database for the Cloud Services in real time across not less than two geographically distributed data centres;
 - 9.1.3 take nightly snapshots of the Customer Data which are retained at weekly, monthly and annual intervals for not less than seven years and carry out such quarterly integrity checks that the Locale Party considers reasonably necessary to verify the integrity of the data that it holds from the nightly snapshots taken;
 - 9.1.4 only allow access to the Cloud Services via HTTPS traffic using SHA-256 with RSA encryption; and
 - 9.1.5 carry out such penetration testing and infrastructure scanning as the Locale Party considers reasonably necessary to test its security arrangements annually,
- or such other updated arrangements that the Locale Party makes available to the Customer from time to time.
- 9.2 The Customer acknowledges and agrees that it is responsible for assessing the applicability and suitability of the Security Arrangements and for check any updated arrangements that the Locale Party makes available to it.
- 9.3 The Locale Party shall, without undue delay, inform the Customer of any Virus or Vulnerability affecting the Cloud Services and shall promptly:
- 9.3.1 use reasonable endeavours to remedy the Virus or Vulnerability as soon as practicable; and
 - 9.3.2 respond to Customer's reasonable requests for information in relation to the Virus or Vulnerability.

10. Limitation of liability

- 10.1 Except as expressly and specifically provided in this Contract:
- 10.1.1 the Customer assumes sole responsibility for results obtained from the use of the Cloud Services and the Documentation by the Customer, and for conclusions drawn from such use. The Locale Party shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to the Locale Party by the Customer in connection with the Cloud Services, or any actions taken by the Locale Party at the Customer's direction.

- 10.1.2 all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the greatest extent permitted by applicable law, excluded from this Contract.
- 10.2 The Cloud Services and the Documentation are provided to the Customer on an "as is" basis.
- 10.3 Nothing in this Contract excludes the liability of the Locale Party:
 - 10.3.1 for death or personal injury caused by the Locale Party's negligence; or
 - 10.3.2 for fraud or fraudulent misrepresentation.
- 10.4 Subject to paragraph 10.1 and paragraph 10.3:
 - 10.4.1 the Locale Party shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any (i) loss of profits; (ii) loss of business; (iii) depletion of goodwill or similar losses; (iv) loss or corruption of data or information (v) pure economic loss; or (vi) for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this Contract; and
 - 10.4.2 the Locale Party'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 this Contract shall be limited to the total Subscription Fees paid for the Property Subscriptions during the 12 months immediately preceding the date on which the claim arose.

11. Confidentiality

The Customer acknowledges that details of the Cloud Services, and the results of any performance tests of the Cloud Services, constitute the Locale Party's Confidential Information.

12. Term and termination

- 12.1 This Contract shall, unless otherwise terminated as provided in clause 9, commence on the Commencement Date and shall continue for the Initial Subscription Term when it shall terminate automatically without notice, unless, no later than the Notice Period before the end of the Initial Subscription Term (or any Extended Subscription Term under this paragraph 12.1), the parties agree in writing that the term of this Contract shall be extended for the Renewal Subscription Term (**Extended Subscription Term**). Unless it is further extended under this paragraph 12.1 or terminated earlier in accordance with clause 9, this Contract shall terminate automatically without notice at the end of an Extended Subscription Term. The Initial Subscription Term together with any subsequent Extended Subscription Term shall constitute the **Subscription Term**.
- 12.2 On expiry or termination of this Contract for any reason:
 - 12.2.1 all licences granted under this Contract shall immediately terminate and the Customer shall immediately cease all use of the Cloud Services and the Documentation;
 - 12.2.2 paragraph 1, paragraph 2 and paragraph 11 shall continue in force.

Schedule 2 Service Level Agreement

1. Service availability

- 1.1 The Locale Party shall provide at least a 99.5% uptime service availability level (**Uptime Service Level**).
- 1.2 The Uptime Service Level availability refers to an access point on the Locale Party hosting provider's backbone network. It does not apply to the portion of the circuit that does not transit the hosting provider's backbone network, as the Customer Party is responsible for its own internet access. Such availability does not include:
 - 1.2.1 planned maintenance carried out during the maintenance window of 10.00 pm to 6.00 am UK time;
 - 1.2.2 unscheduled maintenance provided that the Locale Party has used reasonable endeavours to give the Customer Party at least two Normal Business Hours' notice in advance;
 - 1.2.3 the Customer Party's use of the Cloud Services in a manner inconsistent with any instruction about their use issued to the Customer Party by the Locale Party from time to time;
 - 1.2.4 Customer Party-caused or third party-caused outages or disruptions (except to the extent that such outages or disruptions are caused by those duly authorised third parties sub-contracted by the Locale Party to perform the Services), or
 - 1.2.5 outages or disruptions attributable in whole or in part to force majeure events within the meaning of clause 12.

2. Availability measurement

Availability measurement shall be carried out by the Locale Party and is based on the monthly average percentage availability, calculated at the end of each calendar month as the total actual uptime minutes divided by total possible uptime minutes in the month. The Locale Party shall keep and shall send to the Customer Party, on request, full records of its availability measurement activities under this Contract.

3. Service credits

- 3.1 If availability falls below the Uptime Service Level (as defined in paragraph 1) in a given calendar month (**Service Delivery Failure**), the Locale Party shall credit the Customer Party's account by an amount calculated as the product of the total cumulative downtime (expressed as a percentage of the total possible uptime minutes in the month concerned) and the total Subscription Fees paid for that month (**Service Credit**).
- 3.2 A Service Credit shall not be payable unless the Customer Party requests it within 40 Business Days of the service-affecting event(s). The maximum Service Credit allowable in a given month is limited to an amount equal to the total Subscription Fees paid by the Customer Party for that month.
- 3.3 The Owner acknowledges and agrees that the terms of this Service Level Agreement relating to Service Credits constitute a genuine pre-estimate of the loss or damage that the Customer Party would suffer as a result of the Locale Party's Service Delivery Failure and are not intended to operate as a penalty for the Locale Party's non-performance.

Schedule 3 Services Terms

1. Interpretation

- 1.1 The definitions and rules of interpretation in this paragraph apply in this Contract.

Acceptance Tests: the tests of the Bespoke Software to be agreed in accordance with paragraph 5.2.

Bespoke Software: software programs or modules developed or modified by the Locale Party as part of the Services, as set out in the Contract Details and/or the Proposal.

Bespoke Software Services: means the development services to be provided by the Locale Party as described in the relevant Proposal and/or Technical Specification.

Charges: the charges payable by the Customer for the supply of the Services by the Locale Party, as set out in the Contract Details, the Contract Details or the Proposal.

Configuration Form: the form provided by the Locale Party, and to be completed by the Customer, regarding the configuration and set up of Services (including the User Categories which the Customer requires and the Permissions for each User Category) through such online platform as the Locale Party may use for the purposes of submitting a Configuration Form to the Customer or such other method as the Locale Party may determine from time to time.

Configuration Specification: the specifications for the configuration for and set up of the Services (including details of the User Categories, the Permissions for each User Category and the Authorised Users to be allocated to each User Category) set out in the relevant Configuration Form completed by the Customer.

Extended Subscription Term: has the meaning given to it in paragraph 9.

Locale IPRs: all Intellectual Property Rights subsisting in the Deliverables excluding any Customer Materials incorporated in them.

Technical Specification: the specification for the Bespoke Software agreed between the Customer and the Locale Party.

Test Portal: the website through which the Locale Party will make the Cloud Services available to the Customer for the purposes of paragraph 4.1, paragraph 4.5 and paragraph 4.6 including the settings or other elements to be configured within a particular phase of the Configuration Services, to be more particularly described in the Contract Details or the Proposal.

- 1.2 The terms **Cloud Services**, **Permissions**, **User Account** and **User Categories** shall have the meaning given to them in the Cloud Services Terms.

2. The Locale Party's Responsibilities

- 2.1 The Locale Party shall use reasonable endeavours to supply the General Services, with reasonable care and skill, to the Customer in accordance with this Contract, the Contract Details and the Proposal in all material respects.
- 2.2 The Locale Party shall use reasonable endeavours to meet any performance dates specified in the Contract Details or the Proposal but any such dates shall be estimates only and time for performance by the Locale Party shall not be of the essence of this Contract.

3. Configuration Services

- 3.1 The Locale Party shall perform the Configuration Services in accordance with this paragraph 4.
- 3.2 On receipt, the Customer shall complete the Configuration Form with all information that the Locale Party requests in the Configuration Form, including details of:
 - 3.2.1 the User Categories that the Customer requires;
 - 3.2.2 the Permissions that the Customer requires the Locale Party to grant each User Category; and
 - 3.2.3 the User Category to which the Customer requires the each Authorised User to be allocated.
- 3.3 Within the period set out in the Contract Details or the Proposal on receipt of the completed Configuration Form, the Locale Party shall configure the Cloud Services in accordance with the completed Configuration Form and make the Test Portal available to the Customer.
- 3.4 On delivery of the Test Portal, the Customer shall be able to access the Test Portal online. Within five days of the Locale Party's delivery to the Customer of the Test Portal, the Customer shall review the Test Portal to confirm that it functions in material conformance with the applicable portion of, and has been configured and set up in accordance with, the Configuration Specification. If the Test Portal fails in any material respect to conform with the applicable portion of the Configuration Specification, the Customer shall give the Locale Party a detailed description of any such non-conformance (**Error**), in writing, within the five-day review period.
- 3.5 With respect to any Errors contained in any Test Portal delivered to Customer during the Configuration Services, the Locale Party shall use reasonable endeavours to correct any such Error within a reasonable time and, on completion, submit the corrected Test Portal to the Customer. The provisions of this paragraph 4.5 shall then apply again, up to three additional times.
- 3.6 If the Customer does not provide any written comments in the five-day period described above, or if the Test Portal is found to conform with the Configuration Specification, the Test Portal shall be deemed accepted and the Locale Party shall make the Portal available to the Customer in accordance with the terms of this Contract.

4. Bespoke Software Services

- 4.1 The Locale Party shall develop the Bespoke Software in accordance with the requirements of the Technical Specification.
- 4.2 The Locale Party shall carry out the Acceptance Tests on the Bespoke Software in accordance with the following provisions:
 - 4.2.1 the Customer shall deliver to the Locale Party a completed Configuration Form in relation to the Bespoke Software in accordance with paragraph 4.2 along with user acceptance criteria and test data as reasonable requested by the Locale Party;
 - 4.2.2 within the period set out in the Contract Details, the Contract Details or the Proposal of receipt of the completed Configuration Form for the Bespoke Software, shall carry out the agreed Acceptance Tests; and
 - 4.2.3 if the Bespoke Software fails to pass the Acceptance Tests, the Locale Party shall remedy the defects and deficiencies, and the relevant test(s) shall be repeated within a reasonable time.

- 4.3 If the Bespoke Software fails, in some material respect, to pass the Acceptance Tests within 20 days from the date of its second submission to the Acceptance Tests, then the Customer may, by written notice to the Locale Party, choose at its sole discretion to specify (without prejudice to the Customer's other rights and remedies) a new date for carrying out further tests on the Bespoke Software. If the Bespoke Software fails such further tests, then the Customer may:
- 4.3.1 request a repeat test under this paragraph 5; or
 - 4.3.2 permit installation of the Bespoke Software subject to such change of acceptance criteria, amendment or the Technical Specification, after taking into account all the relevant circumstances, is reasonable.
- 4.4 Acceptance of the Bespoke Software shall be deemed to have occurred on whichever is the earliest:
- 4.4.1 the expiry of five days after passing the Acceptance Tests; or
 - 4.4.2 the use of the Bespoke Software by the Customer Party.
- 4.5 The Locale Party grants to the Customer a limited, non-exclusive, non-transferable, revocable right and licence, without the right to sublicense, to permit the Customer, via rights of access granted to the Customer's Authorised Users, to access and use the Bespoke Software from the Commencement Date to the Launch Date solely for the purposes of providing access to the Bespoke Software to those Authorised Users nominated by the Customer for the purposes of the Acceptance Tests at paragraph 5.2. The grant of this right and licence is subject to the Customer's compliance with this Contract, the Technical Specification, and any other documents referenced in, or attached to, this Contract (all such documents together described as this Contract).
- 4.6 With effect from the Launch Date, the Cloud Services Terms shall apply to the Customer's use of the Bespoke Software.

5. Customer's obligations

- 5.1 The Customer shall:
- 5.1.1 co-operate with the Locale Party in all matters relating to the General Services,
 - 5.1.2 provide, for the Locale Party, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to the Customer's premises, office accommodation, data and other facilities as reasonably required by the Locale Party including any such access as is specified in the Contract Details or the Proposal;
 - 5.1.3 provide to the Locale Party in a timely manner all documents, information, items and materials in any form (whether owned by the Customer or third party) reasonably required by the Locale Party in connection with the General Services and ensure that they are accurate and complete in all material respects, including:
 - 5.1.4 all Customer Data the Locale Party reasonably requires; and
 - 5.1.5 all security access information and other information and credentials to the Customer's IT systems that the Locale Party reasonably requires to provide the General Services;
 - 5.1.6 inform the Locale Party of all health and safety and security requirements that apply at the Property; and

5.1.7 obtain and maintain all necessary licences and consents and comply with all relevant legislation as required to enable the Locale Party to provide the General Services and the use of all Customer Materials, in all cases before the date on which the General Services are to start.

5.2 If the Locale Party's performance of its obligations under this Contract is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees, then, without prejudice to any other right or remedy it may have, the Locale Party shall be allowed an extension of time to perform its obligations equal to the delay caused by the Customer.

6. Charges and payment

6.1 In consideration of the provision of the General Services by the Locale Party, the Customer shall pay the Charges in accordance with this Contract.

6.2 The Charges exclude the cost to the Locale Party of any materials or services procured by the Locale Party from third parties for the provision of the General Services as such items and their cost are set out in the Contract Details or the Proposal which shall be payable by the Customer monthly in arrears, following submission of an appropriate invoice.

6.3 The Locale Party may increase the Charges on an annual basis with effect from each anniversary of the date of this Contract and at the start of each Renewal Period by an amount of up to the greater of:

6.3.1 the increase indicated by the percentage increase in the Consumer Prices Index during the previous year; or

6.3.2 5%,

and the Contract Details and/or the Proposal (as appropriate) shall be deemed to have been amended accordingly.

6.4 The Locale Party shall invoice the Customer for the Charges at the intervals specified in the Contract Details or the Proposal. If no intervals are so specified the Locale Party shall invoice the Customer monthly.

7. Intellectual property rights

7.1 The Customer acknowledges and agrees that the Locale Party and/or its licensors own all Intellectual Property Rights in the Services.

7.2 In relation to the Deliverables, the Locale Party grants the Customer, or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free, licence to use the Locale IPRs for the purpose of receiving and using the Services and the Deliverables in the Customer's business during the term of this Contract.

7.3 In relation to the Customer Materials, the Customer:

7.3.1 and its licensors shall retain ownership of all Intellectual Property Rights in the Customer Materials; and

7.3.2 grants the Locale Party a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify the Customer Materials for the term of this Contract for the purpose of providing the Services to the Customer.

7.4 The Customer:

- 7.4.1 warrants that the receipt and use of the Customer Materials in the performance of this Contract by the Locale Party, its agents, subcontractors or consultants shall not infringe the rights, including any Intellectual Property Rights, of any third party; and
 - 7.4.2 shall indemnify the Locale Party and its Affiliates in full against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Locale Party arising out of or in connection with any claim brought against the Locale Party, its agents, subcontractors or consultants for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the receipt or use in the performance of this Contract of the Customer Materials.
- 7.5 The Locale Party shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims arising out of or in connection with any claim that the Customer's use of the Bespoke Software or the Deliverables, or the Customer's receipt of the benefit of the Services, in each case in accordance with the agreement, infringed a third party's Intellectual Property Rights, provided that, if any third party makes a claim, or notifies an intention to make a claim, against the Customer which may reasonably be considered likely to give rise to a liability under this indemnity (**Claim**), the Customer:
- 7.5.1 as soon as reasonably practicable, gives written notice of the Claim to the Locale Party, specifying the nature of the Claim in reasonable detail;
 - 7.5.2 does not make any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of the Locale Party (such consent not to be unreasonably conditioned, withheld or delayed);
 - 7.5.3 gives the Locale Party and its professional advisers access at reasonable times (on reasonable prior notice) to its premises and its officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within the power or control of the Customer, so as to enable the Locale Party and its professional advisers to examine them and to take copies (at the Locale Party's expense) for the purpose of assessing the Claim; and
 - 7.5.4 subject to the Locale Party providing security to the Customer to the Customer's reasonable satisfaction against any claim, liability, costs, expenses, damages or losses which may be incurred, takes such action as the Locale Party may reasonably request to avoid, dispute, compromise or defend the Claim.
- 7.6 The Locale Party shall not in any circumstances have any liability for any Claim:
- 7.6.1 caused or contributed to by the Customer's use of the Bespoke Software, Deliverables or Services (as the case may be) in combination with software not supplied or approved in writing by the Locale Party (other than the operating system or any web browser supported by the Locale Party from time to time);
 - 7.6.2 where the claim for infringement arises in respect of a feature of the Bespoke Software which was specified by the Customer.
- 7.7 If use of the Bespoke Software, Deliverables or Services becomes, or in the opinion of qualified legal counsel is likely to become, the subject of any such claim, the Locale Party may:

- 7.7.1 replace all or part of the Bespoke Software, Deliverables or Services (as the case may be) with functionally equivalent software or documentation or services without any charge to the Customer;
- 7.7.2 modify the Bespoke Software, Deliverables or Services (as the case may be) as necessary to avoid such claim, provided that the same (as amended) functions in substantially the same way as it did before modification; and
- 7.7.3 procure for the Customer a licence from the relevant claimant to continue using the Bespoke Software, Deliverables or Services (as the case may be).
- 7.8 Nothing in this clause 7 shall restrict or limit either party's general obligation at law to mitigate a loss it may suffer or incur as a result of an event that may give rise to a claim under the indemnities in this clause 7.
- 8. Limitation of liability**
- 8.1 The restrictions on liability in this paragraph 9 apply to every liability arising under or in connection with this Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 8.2 Except as expressly and specifically provided in this Contract:
 - 8.2.1 the Customer assumes sole responsibility for results obtained from the use of the General Services by the Customer, and for conclusions drawn from such use;
 - 8.2.2 the Locale Party shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to the Locale Party by the Customer in connection with the General Services, or any actions taken by the Locale Party at the Customer's direction.
 - 8.2.3 all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law (including the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982) are, to the greatest extent permitted by applicable law, excluded from this Contract.
- 8.3 The General Services are provided to the Customer on an "as is" basis.
- 8.4 Neither party may benefit from the limitations and exclusions set out in this paragraph 9 in respect of any liability arising from its deliberate default.
- 8.5 Nothing in this Contract limits any liability which cannot legally be limited, including liability for:
 - 8.5.1 death or personal injury caused by negligence;
 - 8.5.2 fraud or fraudulent misrepresentation; and
 - 8.5.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 8.6 Subject to paragraph 9.5, the Locale Party's total liability to the Customer in respect of all breaches of duty in relation to the provision of General Services under this Contract occurring within any contract year shall not exceed the cap.
- 8.7 In paragraph 9.6:
 - 8.7.1 **cap.** The cap is one hundred and twenty five per cent (125%) of the total charges in the contract year in which the breaches occurred;

8.7.2 **contract year.** A contract year means a 12-month period commencing with the date of this Contract or any anniversary of it; and

8.7.3 **total charges.** The total charges means all sums paid by the Customer Party and all sums payable under this Contract in respect of services actually supplied by the Locale Party, whether or not invoiced to the Customer Party.

8.8 Subject to paragraph 9.5, the following types of loss are wholly excluded by the parties (i) loss of profits; (ii) loss of sales or business; (iii) loss of agreements or contracts; (iv) loss of anticipated savings; (v) loss of use or corruption of software, data or information; (vi) loss of or damage to goodwill; and (vi) indirect or consequential loss.

9. Commencement and duration

This Contract shall commence on the Commencement Date and shall continue for the Initial Subscription Term when it shall terminate automatically without notice unless, no later than the Notice Period before the end of the Initial Subscription Term (or any Extended Subscription Term under this paragraph 9), the parties agree in writing that the term of this Contract shall be extended for the Renewal Subscription Term (**Extended Subscription Term**). Unless it is further extended under this paragraph 9 or terminated earlier in accordance with clause 6, this Contract shall terminate automatically without notice at the end of an Extended Subscription Term. The Initial Subscription Term together with any subsequent Extended Subscription Term shall constitute the **Subscription Term**.

10. Consequences of termination

10.1 On termination or expiry of this Contract for any reason:

10.1.1 the Locale Party shall on request return any of the Customer Materials not used up in the provision of the General Services;

10.1.2 all licences granted under this Contract shall immediately terminate and the Customer shall immediately cease all use of the related General Services; and

10.1.3 paragraph 1 and paragraph 2 shall continue in force.

Schedule 4 Equipment Lease Terms

1. Interpretation

1.1 The definitions and rules of interpretation in this paragraph apply in this Contract.

Delivery: the transfer of physical possession of the Equipment to the Customer at the Site and Deliver shall be construed accordingly.

Delivery Date: the date that the Customer takes Delivery of the Equipment.

Deposit: the deposit amount set out in the Contract Detail or the Proposal or otherwise agreed in writing by the parties.

Equipment: the items of equipment listed in the Contract Details or the Proposal, all substitutions, replacements or renewals of such equipment and all related accessories, manuals and instructions provided for it.

Payment Schedule: the payment schedule set out in the Contract Details or the Proposal or such other payment schedule as the parties may agree in writing.

Rental Payments: the payments made by or on behalf of the Customer for hire of the Equipment.

Rental Period: the period of hire as set out in paragraph 4.

Site: the location to which Locale shall deliver the Equipment as set out in the Contract Details or the Proposal or otherwise agreed in writing by the parties.

Rental Term: the initial term of this Contract set out in the Contract Details or the Proposal.

Total Loss: due to the Customer's default the Equipment is, in Locale's reasonable opinion or the opinion of its insurer(s), damaged beyond repair, lost, stolen, seized or confiscated.

2. Equipment hire

2.1 The Locale Party shall hire the Equipment to the Customer for use at the Site subject to the terms and conditions of this Contract.

2.2 The Locale Party shall not, other than in the exercise of its rights under this Contract or applicable law, interfere with the Customer's quiet possession of the Equipment.

3. Rental Period

The Rental Period starts on the Delivery Date and shall continue for the Rental Term or a period of three years (whichever is longer) unless this Contract is terminated earlier in accordance with its terms.

4. Rental Payments

The Customer shall pay the Rental Payments to Locale, in accordance with the Payment Schedule.

5. Delivery

5.1 The Locale Party shall use all reasonable endeavours to Deliver the Equipment by the date and time agreed between the parties. Title and risk shall transfer in accordance with paragraph 7 of this Contract.

5.2 The Customer shall procure that a duly authorised representative of the Customer shall be present at the Delivery of the Equipment. Acceptance of Delivery by such representative shall constitute conclusive evidence that the Customer has examined the Equipment and has found it to be in good condition, complete

and fit in every way for the purpose for which it is intended. If required by Locale, the Customer's duly authorised representative shall sign a receipt confirming such acceptance.

6. Title, risk and insurance

- 6.1 The Equipment shall at all times remain the property of Locale, and the Customer shall have no right, title or interest in or to the Equipment (save the right to possession and use of the Equipment subject to the terms and conditions of this Contract).
- 6.2 The risk of loss, theft, damage or destruction of the Equipment shall pass to the Customer on Delivery. The Equipment shall remain at the sole risk of the Customer during the Rental Period and any further term during which the Equipment is in the possession, custody or control of the Customer (**Risk Period**) until such time as the Equipment is redelivered to Locale. During the Rental Period and the Risk Period, the Customer shall, at its own expense, obtain and maintain the following insurances:
 - 6.2.1 insurance of the Equipment to a value not less than its full replacement value comprehensively against all usual risks of loss, damage or destruction by fire, theft or accident, and such other risks as Locale may from time to time nominate in writing;
 - 6.2.2 insurance for such amounts as a prudent owner or operator of the Equipment would insure for, or such amount as Locale may from time to time reasonably require, to cover any third party or public liability risks of whatever nature and however arising in connection with the Equipment; and
 - 6.2.3 insurance against such other or further risks relating to the Equipment as may be required by law, together with such other insurance as Locale may from time to time consider reasonably necessary and advise to the Customer.
- 6.3 The Customer shall be responsible for paying any deductibles due on any claims under such insurance policies.
- 6.4 The Customer shall give immediate written notice to Locale in the event of any loss, accident or damage to the Equipment arising out of or in connection with the Customer's possession or use of the Equipment.
- 6.5 If the Customer fails to effect or maintain any of the insurances required under this Contract, Locale shall be entitled to effect and maintain the same, pay such premiums as may be necessary for that purpose and recover the same as a debt due from the Customer.
- 6.6 The Customer shall, on demand, supply copies of the relevant insurance policies or other insurance confirmation acceptable to Locale and proof of premium payment to Locale to confirm the insurance arrangements.

7. Owner's responsibilities

- 7.1 The Customer shall during the Rental Period:
 - 7.1.1 ensure that the Equipment is kept and operated in a suitable environment, used only for the purposes for which it is designed, and operated in a proper manner in accordance with any operating instructions provided by Locale;
 - 7.1.2 take such steps (including compliance with all safety and usage instructions provided by Locale) as may be necessary to ensure that the Equipment is at all times safe and without risk to health when it is being set, used, cleaned or maintained by any person;

- 7.1.3 maintain at its own expense the Equipment in good and substantial repair in order to keep it in as good an operating condition as it was on the Commencement Date (fair wear and tear only excepted) and shall make good any damage to the Equipment;
 - 7.1.4 make no alteration to the Equipment;
 - 7.1.5 keep the Equipment at all times at the Site and shall not move or attempt to move any part of the Equipment to any other location without Locale's prior written consent;
 - 7.1.6 permit Locale or its duly authorised representative to inspect the Equipment at all reasonable times and for such purpose to enter upon the Site or any premises at which the Equipment may be located, and shall grant reasonable access and facilities for such inspection;
 - 7.1.7 not, without the prior written consent of Locale, part with control of (including for the purposes of repair or maintenance), sell or offer for sale, underlet or lend the Equipment or allow the creation of any mortgage, charge, lien or other security interest in respect of it;
 - 7.1.8 not do or permit to be done any act or thing which will or may jeopardise the right, title and/or interest of Locale in the Equipment;
 - 7.1.9 not suffer or permit the Equipment to be confiscated, seized or taken out of its possession or control under any distress, execution or other legal process, but if the Equipment is so confiscated, seized or taken, the Customer shall notify Locale and the Customer shall at its sole expense use its best endeavours to procure an immediate release of the Equipment and shall indemnify Locale on demand against all losses, costs, charges, damages and expenses incurred as a result of such confiscation;
 - 7.1.10 not use the Equipment for any unlawful purpose;
 - 7.1.11 ensure that at all times the Equipment remains identifiable as being Locale's property and wherever possible shall ensure that a visible sign to that effect is attached to the Equipment;
 - 7.1.12 deliver up the Equipment at the end of the Rental Period or on earlier termination of this Contract at such address as Locale requires, or if necessary allow Locale or its representatives access to the Site or any premises where the Equipment is located for the purpose of removing the Equipment; and
 - 7.1.13 not do or permit to be done anything which could invalidate the insurances referred to in paragraph 7.
- 7.2 The Customer acknowledges that Locale shall not be responsible for any loss of or damage to the Equipment arising out of or in connection with any negligence, misuse, mishandling of the Equipment or otherwise caused by the Customer or its officers, employees, agents and contractors, and the Customer undertakes to indemnify Locale on demand against the same, and against all losses, liabilities, claims, damages, costs or expenses of whatever nature otherwise arising out of or in connection with any failure by the Customer to comply with the terms of this Contract.

8. Warranty

- 8.1 The Locale Party warrants that the Equipment shall substantially conform to its specification (as made available by Locale), be of satisfactory quality and fit for any purpose held out by Locale. Locale shall use all reasonable endeavours to remedy, free of charge, any material defect in the Equipment which manifests itself within twelve (12) months from Delivery, provided that:

- 8.1.1 the Customer notifies Locale of any defect in writing within ten (10) Business Days of the defect occurring or of becoming aware of the defect;
- 8.1.2 Locale is permitted to make a full examination of the alleged defect;
- 8.1.3 the defect did not materialise as a result of misuse, neglect, alteration, mishandling or unauthorised manipulation by any person other than Locale's authorised personnel;
- 8.1.4 the defect did not arise out of any information, design or any other assistance supplied or furnished by the Customer or on its behalf; and
- 8.1.5 the defect is directly attributable to defective material, workmanship or design.

- 8.2 If Locale fails to remedy any material defect in the Equipment in accordance with paragraph 9.1, Locale shall, at the Customer's request, accept the return of part or all of the Equipment and make an appropriate reduction to the Rental Payments payable during the remaining term of the agreement and, if relevant, return any Deposit (or any part of it).

9. Liability

- 9.1 Subject to paragraph 10.2, Locale's maximum aggregate liability for breach of this Contract (including any liability for the acts or omissions of its employees, agents and subcontractors), whether arising in contract, tort (including negligence), misrepresentation or otherwise, shall in no circumstances exceed the amount payable under this Contract.
- 9.2 Nothing in this Contract shall exclude or in any way limit:
 - 9.2.1 either party's liability for death or personal injury caused by its own negligence;
 - 9.2.2 either party's liability for fraud or fraudulent misrepresentation; or
 - 9.2.3 any other liability which cannot be excluded by law.
- 9.3 This Contract sets forth the full extent of Locale's obligations and liabilities in respect of the Equipment and its hiring to the Customer. In particular, there are no conditions, warranties or other terms, express or implied, including as to quality, fitness for a particular purpose or any other kind whatsoever, that are binding on Locale except as specifically stated in this Contract. Any condition, warranty or other term concerning the Equipment which might otherwise be implied into or incorporated within this Contract, whether by statute, common law or otherwise, is expressly excluded.
- 9.4 Without prejudice to paragraph 10.2, neither party shall be liable under this Contract for any (i) loss of profit; (ii) loss of revenue; (iii) loss of business; or (iv) indirect or consequential loss or damage, in each case, however caused, even if foreseeable.

10. Termination

This Contract shall automatically terminate if a Total Loss occurs in relation to the Equipment.

11. Consequences of termination

- 11.1 Upon termination of this Contract, however caused:
 - 11.1.1 Locale's consent to the Customer's possession of the Equipment shall terminate and Locale may, by its authorised representatives, without notice and at the Customer's expense, retake possession of the Equipment and for this purpose may enter the Site or any premises at which the Equipment is located; and

- 11.1.2 without prejudice to any other rights or remedies of the Customer, the Customer shall pay to Locale on demand:
- 11.1.3 all Rental Payments and other sums due but unpaid at the date of such demand together with any interest accrued;
- 11.1.4 any costs and expenses incurred by Locale in recovering the Equipment and/or in collecting any sums due under this Contract (including any storage, insurance, repair, transport, legal and remarketing costs).
- 11.2 Upon termination of this Contract pursuant to paragraph 11, any other repudiation of this Contract by the Customer which is accepted by Locale or clause 6.1 or clause 6.2, without prejudice to any other rights or remedies of Locale, the Customer shall pay to Locale on demand a sum equal to the whole of the Rental Payments that would (but for the termination) have been payable if the agreement had continued from the date of such demand to the end of the Rental Period.
- 11.3 The sums payable pursuant to paragraph 12.2 shall be agreed compensation for Locale's loss and shall be payable in addition to the sums payable pursuant to paragraph 12.1.2. Such sums may be partly or wholly recovered from any Deposit.
- 11.4 On expiry or termination of this Contract for any reason paragraph 1 and paragraph 2 shall continue in force.

Schedule 5 Equipment Sale Terms

1. Interpretation

- 1.1 The definitions and rules of interpretation in this paragraph apply in this Contract.

Delivery: the transfer of physical possession of the Equipment to the Customer at the Delivery Address and Deliver shall be construed accordingly.

Delivery Address: the location to which the Locale Party shall deliver the Equipment as set out in the Contract Details or otherwise agreed in writing by the parties.

Delivery Date: the date that the Customer takes Delivery of the Equipment.

Equipment: the items of equipment listed in the Contract Details or the Proposal, all substitutions, replacements or renewals of such equipment.

Operating System: any operating system installed on the Equipment.

Price: the price for the Equipment set out in the Contract Details or the Proposal.

Proposal: the Locale Party's proposal for the Equipment sent to the Customer with the Order Form.

2. Quantity and description

- 2.1 The quantity and description of the Equipment shall be as set out in the Contract Details or the Proposal.

- 2.2 All samples, drawings, descriptive matter, specifications and advertising issued by Locale or any member of its Group, and any descriptions or illustrations contained in Locale's (or any member of its Group's) websites, catalogues or brochures are issued or published for illustrative purposes only and they do not form part of this Contract.

- 2.3 The Locale Party's employees, contractors and agents are not authorised to make any representations or contractually binding statements concerning the Equipment.

3. Price and payment

- 3.1 The Customer shall pay the Price to the Locale Party for the Equipment.

- 3.2 The Customer shall pay the Price by equal instalments as set out in the Contract Details.

- 3.3 All prices are exclusive of VAT and other charges and duties.

4. Delivery and acceptance

- 4.1 The Locale Party shall use all reasonable endeavours to Deliver the Equipment to the Delivery Address by the Estimated Delivery Date set out in the Contract Details or such other date agreed between the parties. Any such date is approximate only. If no dates are so specified, Delivery shall be within a reasonable time of Date of Contract.

- 4.2 Time is not of the essence as to the Delivery of the Equipment and the Locale Party shall not in any circumstances be liable for any delay in Delivery, however caused.

- 4.3 The Customer shall be responsible (at the Customer's cost) for preparing the Delivery Address for the Delivery of the Equipment and for the provision of all necessary access and facilities reasonably required to deliver and install the Equipment. If the Locale Party is prevented from carrying out Delivery on the specified

date because no such preparation has been carried out, the Locale Party may levy additional charges to recover its loss arising from this event.

- 4.4 The Locale Party shall be responsible for any damage, shortage or loss in transit, provided that the Customer notifies it to the Locale Party within three days of Delivery and that the Equipment has been handled in accordance with the Locale Party's instructions. Any remedy under this paragraph 4.5 shall be limited, at the option of the Locale Party, to the replacement or repair of any Equipment which is proven to the Locale Party's satisfaction to have been lost or damaged in transit.

5. Title and risk

- 5.1 Risk in the Equipment shall pass to the Customer on Delivery.
- 5.2 Title to the Equipment shall pass to the Customer on the later of completion of Delivery, or when the Locale Party has received in full in cleared funds all sums due to it in respect of the Equipment.
- 5.3 Until ownership of the Equipment has passed to the Customer under paragraph 5.2, the Customer shall:
- 5.3.1 hold the Equipment on a fiduciary basis as the Locale Party's bailee;
 - 5.3.2 store the Equipment (at no cost to the Locale Party) in satisfactory condition and separately from all the Customer's other equipment or that of a third party, so that it remains readily identifiable as the Locale Party's property;
 - 5.3.3 not destroy, deface or obscure any identifying mark or packaging on or relating to the Equipment; and
 - 5.3.4 keep the Equipment insured on the Locale Party's behalf for its full price against all risks with a reputable insurer to the reasonable satisfaction of the Locale Party, ensure that the Locale Party's interest in the Equipment is noted on the policy, and hold the proceeds of such insurance on trust for the Locale Party and not mix them with any other money, nor pay the proceeds into an overdrawn bank account.
- 5.4 The Customer's right to possession of the Equipment before ownership has passed to it shall terminate immediately on the termination of this Contract for any reason or if the Customer encumbers or in any way charges the Equipment, or if the Customer fails to make any payment to the Locale Party on the due date.
- 5.5 Until ownership of the Equipment is transferred to the Customer in accordance with paragraph 5.2, the Customer grants the Locale Party, its agents and employees an irrevocable licence at any time to enter any premises where the Equipment is or may be stored in order to inspect it, or where the Customer's right to possession has terminated, to remove it. All costs incurred by the Locale Party in repossessing the Equipment shall be borne by the Customer.
- 5.6 On termination of this Contract for any reason, the Locale Party's (but not the Customer's) rights in this paragraph 5 shall remain in full force and effect.

6. Operating System and Intellectual Property Rights

- 6.1 The Price includes the licence fee for the Operating System installed on any piece of the Equipment unless otherwise indicated in the Contract Details or the Proposal.
- 6.2 The Customer acknowledges that all Intellectual Property Rights used by or subsisting in the Equipment are and shall remain the sole property of the Locale Party or (as the case may be) third party rights, owner.
- 6.3 In relation to any Operating System:

- 6.3.1 nothing contained in this Contract shall be construed as an assignment of any Intellectual Property Rights in the Operating System; and
- 6.3.2 the Customer shall be subject to the rights and restrictions imposed by the owner of the Intellectual Property Rights in the Operating System and user manuals, and shall comply with all licence terms, terms of use and registration requirements relating to them.

7. Warranty

- 7.1 The Locale Party warrants to the Customer that the Equipment is free from defects of workmanship and materials. the Locale Party undertakes (subject to the remainder of paragraph 7), at its option, to repair or replace Equipment (other than consumable items) which is found to be defective as a result of faulty materials or workmanship:
 - 7.1.1 in the case of the Displays, within 36 months of Delivery; and
 - 7.1.2 in the case of all other Equipment, 12 months of Delivery.
- 7.2 The Locale Party shall not in any circumstances be liable for a breach of the warranty contained in paragraph 7.1 unless:
 - 7.2.1 the Customer gives written notice of the defect to the Locale Party within seven days of the time when the Customer discovers or ought to have discovered the defect; and
 - 7.2.2 after receiving the notice, the Locale Party is given a reasonable opportunity of examining such Equipment and the Customer (if asked to do so by the Locale Party) returns such Equipment to the Locale Party's place of business for the examination to take place there.
- 7.3 The Locale Party shall not in any circumstances be liable for a breach of the warranty in paragraph 7.1 if:
 - 7.3.1 the Customer makes any use of Equipment in respect of which it has given written notice under paragraph 7.2.1; or
 - 7.3.2 the defect arises because the Customer failed to follow the Locale Party's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Equipment or (if there are none) good trade practice; or
 - 7.3.3 the Customer alters or repairs the relevant Equipment without the written consent of the Locale Party.
- 7.4 Any repaired or replacement Equipment shall be under warranty for the unexpired portion of the period set out in paragraph 7.1.
- 7.5 The Locale Party shall not in any circumstances be liable for any damage or defect to the Equipment caused by improper use of the Equipment or use outside its normal application.

8. Limitation of liability

- 8.1 The following provisions set out the entire financial liability of the Locale Party (including any liability for the acts or omissions of its employees, agents and subcontractors) to the Customer in respect of:
 - 8.1.1 any breach of the Contract however arising; and
 - 8.1.2 any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including negligence) arising out of or in connection with the Contract.

- 8.2 All warranties, clauses and other terms implied by statute or common law are excluded from the Contract to the greatest extent permitted by law.
- 8.3 Nothing in this paragraph 8 excludes or limits the liability of the Locale Party for:
- 8.3.1 death or personal injury caused by the Locale Party 's negligence; or
 - 8.3.2 fraud or fraudulent misrepresentation.
- 8.4 Subject to paragraph 8.2 and paragraph 8.3:
- 8.4.1 the Locale Party shall not in any circumstances be liable, whether in tort (including for negligence or breach of statutory duty however arising), contract, misrepresentation (whether innocent or negligent) or otherwise for (i) loss of profits; (ii) loss of business; (iii) depletion of goodwill or similar losses; (iv) loss of anticipated savings; (v) loss of goods; (vi) loss of contract; (vii) loss of use; (viii) loss or corruption of data or information; or (ix) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses; and
 - 8.4.2 the Locale Party's total liability in contract, tort (including negligence and breach of statutory duty however arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Price.
- 9. Consequences of termination**
- 9.1 On expiry or termination of this Contract for any reason paragraph 1 shall continue in force.

Schedule 6 Video Terms

1. Interpretation

1.1 The following definitions and rules of interpretation in this paragraph apply in this Contract.

Acceptance Date: in relation to a Video the earlier of the date on which (i) the Customer notifies the Locale Party in accordance with paragraph 3.3 that it has received and accepts that Video as satisfactory and final or (ii) the date on which the Customer is deemed to have accepted that Video in accordance with paragraph 3.5.

Additional Fees: the fees for the Additional Services calculated in accordance with paragraph 6.2

Additional Services: the second and any further edits carried out by the Locale Party pursuant to paragraph 3.4 and such other services as are agreed between the parties from time to time in connection with the Videos from time to time.

Customer Representative: the person named as the customer representative in the Contract Details.

Daily Rates: the daily fee rates for each individual person as set out in the Contract Details.

Delivery Date: the proposed date for delivery set out in the Contract Details.

Fee: the fee set out in the Contract Details.

Initial Payment: the initial payment set out in the Contract Details or, if no initial payment is specified, 50% of the Fee.

Locale Representative: the person named as the Locale representative in the Contract Details.

Non-refundable Charges: any part of the expenses incurred by the Locale Party which it is entitled to recover from the Customer under paragraph 6.3 to which it has committed on the date that the Customer cancels this Agreement in accordance with paragraph 7.1 and in respect of which it is unable to obtain a refund.

RAW Files: the .mov files for a Video.

RAW Files Fee: an amount equal to 50% of the Fee.

Term: the period from the date of this Contract until the Acceptance Date or (if earlier) termination of this Agreement.

Third Party Charges: any third party charges, costs and expenses to which the Locale Party is committed on the date that the Customer cancels this Agreement in accordance with paragraph 7.1 in respect of the Video Services.

Videos: the corporate promotional videos details of which are set out in the Proposal.

2. Engagement

The Customer engages the Locale Party, and the Locale Party agrees, to provide the Video Services (including producing the Videos) in accordance the terms of this Contract.

3. Video production

3.1 The Customer Representative shall have the right on behalf of the Company to accept as satisfactory the story outlines, scripts, voices, storyboards, design and music of each Video.

- 3.2 The Locale Party will submit to the Customer details of such of the scripts, voices, storyboards, design and music for each Video as are included in the Video Services for review and acceptance and the Customer shall confirm either its acceptance or non-acceptance with reasons in writing within 10 Business Days after receipt of such details. If the Locale Party does not receive notice of such acceptance or non-acceptance within that period of 10 Business Days, the Customer will be deemed to have accepted such details.
- 3.3 The Locale Party will submit a first cut of each Video to the Customer for its review and acceptance and the Customer shall either confirm its acceptable or non-acceptance with, in the case of non-acceptance, details of the edits it requires to the Video in writing (**Edit Notice**) within 10 Business Days after receipt of the Video (**Edit Notice Period**).
- 3.4 If the Customer declines to accept the Video, the Locale Party will then have 10 Business Days in which to make the edits that the Customer has requested in the Edit Notice, in consultation with the Customer. The Locale Party will then submit to the Customer the revised Video and the provisions of paragraph 3.2 and this paragraph 3.4 will apply again save that any further request for amendment by the Customer after the first edit shall be subject to the payment by the Customer to the Locale Party of the Additional Fees.
- 3.5 If the Customer does not submit an Edit Notice within the Edit Notice Period, acceptance shall be deemed to have occurred and the Video accepted by the Customer.
- 3.6 The Customer may purchase the RAW Files by giving the Locale Party written notice that it wishes to purchase the RAW Files and paying the RAW Files Fee. Within 10 Business Days of receipt of the RAW Files Fee by the Locale Party, the Locale Party shall deliver an electronic copy of the RAW Files to the Customer by such means as the parties may agree from time to time.

4. **Obligations**

- 4.1 The Locale Party agrees that it shall:
 - 4.1.1 use its reasonable endeavours to create and produce the Videos in accordance with the Proposal;
 - 4.1.2 perform the Video Services with reasonable care and skill and in accordance with the Customer's reasonable instructions and requests; and
 - 4.1.3 be responsible for arranging and supervising the performance of the Video Services and delivery of the Videos.
- 4.2 The Locale Party shall use reasonable endeavours to meet any performance dates specified in the Contract Details or the Proposal (including delivering the first cut of the Videos to the Customer on or before the Delivery Date) or agreed between the parties in writing but any such dates shall be estimates only and time for performance by the Locale Party shall not be of the essence of this Contract.
- 4.3 The Customer agrees that it shall:
 - 4.3.1 provide the Locale Party with reasonable access to its premises and to power at its premises which is sufficient to allow the Locale Party to perform the Video Services at no expense to the Locale Party inclusive of the cost of space, heat, light, power;
 - 4.3.2 obtain and maintain all necessary licences, permissions and consents which may be required to carry out any filming or recording as part of the Video Services at any location other than the Locale Party's premises before the date on which the Video Services are to start;
 - 4.3.3 inform all employees, agents and guests at its premises of the proposed filming and obtain relevant and sufficient release forms duly signed by all such persons;

- 4.3.4 make the Customer Representative available to the Locale Party at all times when the Locale Party are at the Customer's premises;
- 4.3.5 where necessary give the Locale Party access to the Customer's personnel and instruct such personnel to assist and support the Locale Party wherever possible, to comply with the Locale Party's reasonable requests in making the Videos, and in particular to provide such information as the Locale Party may request; and
- 4.3.6 provide access to digital information, company graphics, brand guidelines and website for use in the Videos.

- 4.4 If the Locale Party's performance of its obligations under this Contract is prevented or delayed by an act or omission of the Customer, its agents, subcontractors or employees, then, without prejudice to any other right or remedy it may have, the Locale Party shall be allowed an extension of time to perform its obligations equal to the delay caused by the Customer.

5. Credit

The Customer authorises the Locale Party to insert, or have the appropriate third party insert, credit as the producer of each Video on the end credits of that Video, and included alongside all online versions of the Video.

6. Fees

- 6.1 In consideration of the provision of the Video Services by the Locale Party, the Customer shall, pay to the Locale Party:
 - 6.1.1 in consideration of the provision of the Video Services by the Locale Party, the Fee is payable as follows:
 - (a) the Initial Payment on signature of this Agreement; and
 - (b) the Balance on the Acceptance Date;
 - 6.1.2 in consideration of the provision of any Additional Services by the Locale Party, the Additional Fees incurred which shall be payable monthly in arrears; and
 - 6.1.3 in consideration of the provision of the RAW Files by the Locale Party, the RAW Files Fee which shall be payable in advance.
- 6.2 The Additional Fees shall be calculated on a time and materials unless the parties agree a fixed fee for the Additional Services in writing. Where the Additional Fees are calculated on a time and materials basis:
 - 6.2.1 the Locale Party's Daily Rates are calculated on the basis of an eight-hour day, worked during Business Hours; and
 - 6.2.2 the Locale Party shall be entitled to charge an overtime rate of one eighth of the relevant Daily Rate on a pro rata basis for any time worked by individuals whom it engages on the Video Services outside Business Hours.
- 6.3 The Fee (unless specifically included in the Contract Details or Proposal) excludes the following which shall be payable by the Customer in advance following submission of an appropriate invoice:
 - 6.3.1 the cost of hotel, subsistence, travelling and any other ancillary expenses reasonably incurred by the individuals whom the Locale Party engages in connection with the Video Services; and

6.3.2 the cost to the Locale Party of any materials (including any video, stock footage, graphics, artwork, text, stock music, music or other content) or service procured from third parties for the provision of the Video Services which shall be.

6.4 Where there is no Fee payable for the Video Services, the Locale Party may charge the Customer for the following which shall be payable by the Customer in advance following submission of an appropriate invoice:

6.4.1 those costs and expenses which it is entitled to recover from the Customer under paragraph 6.3; and

6.4.2 any third party charges, costs and expenses incurred by the Locale Party in relation to the Video Services.

7. Cancellation

7.1 The Customer may cancel this Contract by notice in writing to the Locale Party.

7.2 If this Contract is cancelled under paragraph 7.1, the Locale Party may invoice the Customer for the following:

Cancellation before the date of the beginning of filming	Costs payable by the Customer
More than 30 days	50% of the Third Party Charges.
30 days or less	<p>In the case of a Video for which the Locale Party will charge a Fee, the Fee and the Non-refundable Charges.</p> <p>In the case of a Video for which the Locale Party will not charge a Fee, 50% of the Third Party Charges and the Non-refundable Charges.</p>

7.3 The Customer shall pay any invoice raised by the Locale Party in accordance with paragraph 7.2 on presentation.

8. Rights

8.1 The Locale Party and/or its licensors shall retain ownership of all Intellectual Property Rights in the Videos, excluding the Customer Materials.

8.2 The Locale Party grants the Customer, or shall procure the direct grant to the Customer, of a fully paid-up, worldwide, non-exclusive, royalty-free, licence to use the Videos for the purpose or receiving and using the Video Services and the Videos in the Customer's business.

8.3 If the Customer exercises its option to purchase a RAW Files under paragraph 3.6, on receipt by the Locale Party of the RAW Files Fee, in addition to the rights in paragraph 8.2, grants the Customer, or shall procure the direct grant to the Customer, of a fully paid-up, worldwide, non-exclusive, royalty-free, licence to edit, copy, alter, add to, take from, adapt and translate the RAW Files.

8.4 The Customer and its licensors shall retain ownership of all Intellectual Property Rights in the Customer Materials.

- 8.5 The Customer grants the Locale Party, or shall procure the direct grant to the Locale Party, of a fully paid-up, worldwide, non-exclusive, royalty-free, licence to use (including the right to copy and modify) the Customer Materials and the Customer's name for the purpose of providing the Video Services (such as by including them in the Videos, referring to them in paperwork and in discussions with third parties in order to indicate the nature of the Videos, and including them in the Locale Party's own promotional materials and showreels in accordance with paragraph 8.7) and delivering the Videos to the Customer.
- 8.6 The Customer warrants that the Locale Party's use of the Customer Materials shall not infringe the rights, including Intellectual Property Rights, of any third party.
- 8.7 The Locale Party shall have the non-exclusive right to use extracts from the Videos for its own promotional use in internal and client and prospective client presentations, showreels and on the Locale Party's website. Each such extract must be no longer than one minute in length, and the extracts used in any one promotional item must not exceed five minutes cumulatively.
- 8.8 The Customer hereby warrants, represents and undertakes to the Locale Party that it shall either own, or have obtained and paid for licences to use, all Customer Materials.

9. Limitation of liability

- 9.1 The restrictions on liability in this paragraph 9 apply to every liability arising under or in connection with this Agreement including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 9.2 Except as expressly and specifically provided in Contract:
 - 9.2.1 the Locale Party shall have no liability for any damage caused by errors or omissions in any information, documents or other materials provided to the Locale Party by the Customer in connection with the Video Services, or any actions taken by the Locale Party at the Customer's direction; and
 - 9.2.2 all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law (including the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982) are, to the greatest extent permitted by applicable law, excluded from this Contract.
- 9.3 Neither party may benefit from the limitations and exclusions set out in this paragraph 9 in respect of any liability arising from its deliberate default.
- 9.4 Nothing in this Contract limits any liability which cannot legally be limited, including liability for:
 - 9.4.1 death or personal injury caused by negligence;
 - 9.4.2 fraud or fraudulent misrepresentation; and
 - 9.4.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 9.5 Subject to paragraph 9.4, the Locale Party's total liability to the Customer in respect of all breaches of duty in relation to the provision of Video Services under this Contract occurring within any contract year shall not exceed the cap.
- 9.6 In paragraph 9.5:
 - 9.6.1 **cap.** The cap is one hundred and twenty five per cent (125%) of the total charges; and

9.6.2 **total charges.** The total charges means all sums paid by the Customer and all sums payable under this Contract in respect of services actually supplied by the Locale Party, whether or not invoiced to the Customer.

9.7 Subject to paragraph 9.6, the following types of loss are wholly excluded by the parties (i) loss of profits; (ii) loss of sales or business; (iii) loss of agreements or contracts; (iv) loss of anticipated savings; (v) loss of use or corruption of software, data or information; (vi) loss of or damage to goodwill; (vi) indirect or consequential loss; (vii) loss of publicity or opportunity to enhance the reputation of the other party; and (vii) incidental, consequential, special or punitive damages.

10. Consequences of termination

On termination or cancellation of this Contract for any reason:

10.1.1 neither party shall have any further obligation to the other under this Contract except as stated in this Contract;

10.1.2 the rights, remedies or obligations of the parties that have accrued or become due before termination shall remain unaffected; and

10.1.3 the Customer shall remain entitled to all rights granted or assigned to it under this Contract.

11. Data protection

The Locale Party will collect and process the personal data of all individuals featured in the Videos in accordance with the Privacy Notice. The Locale Party will procure that each such individual signs and dates the privacy notice and returns it promptly to the Locale Representative and the Customer shall provide all reasonable assistance to ensure that the individual does so.