

DEMS 360 SERVICE GENERAL TERMS AND CONDITIONS (“GTC”)

1 Definitions

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| Authorised Users | means those employees (including for this purpose only, individual third-party contractors used alongside its regular workforce) of Customer designated and properly authorised by Customer as requiring access to the DEMS 360 Service; |
| Commencement Date | means the commencement date specified under an Order Form or, if earlier, the date on which the first DEMS 360 Services are provided by Reveal to Customer. |
| Confidential Information | means any and all confidential information (whether in oral, written or electronic form) including technical or other information imparted in confidence or disclosed by one party to the other or otherwise obtained by one party relating to the other’s business, finance or technology, know-how, Intellectual Property Rights, assets, strategy, products and customers, including without limitation information relating to management, financial, marketing, technical and other arrangements or operations of any person, firm or organisation associated with that party; |
| Customer Content | means all data, video, images, audio, text, information, software, content and other materials in any form (including derivatives) which either: (a) Customer or any of its Authorised Users: (i) access, generate, create, collect, store, transmit or process in connection with using the DEMS 360 Service; or (ii) cause to interface to, interact with or run on the DEMS 360 Service; or (iii) transfer, supply or make available to Reveal; or (a) Reveal: (i) obtains from Customer for the purpose of enabling the provision or fulfilment of the DEMS 360 Service, or otherwise is in the possession, custody or control of Reveal in connection with the DEMS 360 Service; or (ii) accesses, generates, creates, collects, stores, transmits or processes in the course of the performance of the DEMS 360 Service solely for Customer. |
| Data Security Procedures | mean those procedures for data security published by Reveal and amended by Reveal from time to time. |
| DEMS 360 Service | means any distinct, subscription-based, hosted, supported and operated on-demand services provided by Reveal as set out under this Agreement, including all modifications, updates and extensions of those services made in accordance with the terms of this Agreement. |
| DEMS 360 Service Plan | means the document(s) provided to Customer setting out the scope of the DEMS 360 Service and the associated Fees. |
| Documentation | means the current user guides and technical manuals, specifications and documents for the DEMS 360 Service published by Reveal and as amended from time to time; |
| Fees | means those fees which are payable by Customer relating to the use of the DEMS 360 Service as set out in the DEMS 360 Service Plan and/or on the Order Form and may comprise one-off charges or recurring charges. |
| Intellectual Property Rights | means copyrights, patents, rights in inventions, rights in confidential information, know-how, trade secrets, trademarks, service marks, trade names, design rights, rights in get-up, database rights, rights in data, utility models, domain names, rights in computer software and all similar rights of whatever nature and, in each case: (a) whether registered or not, (b) including any applications to protect or register such rights, (c) including all renewals and extensions of such rights or applications, (d) whether vested, contingent or future and (e) wherever existing; |
| Notices Email Address | means legal@revealmedia.com for Reveal and the email address specified under an Order Form for Customer. |
| Order Form | means the ordering document for the DEMS 360 Service which incorporates the GTC. |
| Operational Change | means any modification in Reveal’s operational, technical, security or other means of delivering the DEMS 360 Service which, when implemented, will not cause any alteration in the Fees or have any directly adverse effect on Customer’s receipt or use of the DEMS 360 Service; |
| Policies | means rules, conditions and restrictions applicable to Customer’s use of the DEMS 360 Service published by Reveal as the DEMS 360 Service Acceptable Use Policy (https://www.revealmedia.co.uk/legal/DEMS-360-Acceptable-Use-Policy-UK.pdf) and amended by Reveal from time to time; |
| Term | means the means the contract term specified under an Order Form. |

2 Interpretation; Conflict and Precedence

In this Agreement (a) a reference to this “Agreement” includes in the following order of precedence: the Order Form, the GTC and the Policies; (b) a reference to a ‘party’ includes that party’s personal representatives, successors and permitted assigns; (c) a reference to a ‘person’ includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person’s personal representatives, successors and permitted assigns; (d) words in the singular include the plural and vice versa; (e) any words that follow ‘include’, ‘includes’, ‘including’, ‘in particular’ or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding

those words; and (f) any titles or headings in this Agreement are included for convenience only and shall have no effect on the interpretation of this Agreement.

3 Commencement and Term

- 3.1 This Agreement shall commence on the Commencement Date and shall continue throughout the Term unless before the end of the Term it is terminated in accordance with clause 16 (Termination) or is earlier terminated by agreement between the parties.
- 3.2 The terms of this Agreement shall also apply to any addition or change to the DEMS 360 Service made or agreed by the parties in the course of the Term.

4 Provision of the DEMS 360 Service

- 4.1 By entering into this Agreement Customer is subscribing to the DEMS 360 Service. Subject to payment of the Fees by Customer, Reveal shall make available the DEMS 360 Service and grants to Customer a limited, revocable, non-exclusive, non-sublicensable, non-transferable license to access and use the DEMS 360 Service from the Commencement Date for the duration of the Term to store, process, access, manage and transfer Customer Content subject to and upon the terms of this Agreement. All licenses granted are conditional on Customer's continued compliance with the terms of the Agreement.
- 4.2 Reveal will implement the Data Security Procedures and other commercially appropriate and reasonable security measures intended to prevent accidental loss or unlawful or unauthorised access or disclosure of Customer Content.
- 4.3 Unless otherwise agreed in writing, Reveal is not responsible for the provision of any further or third party software, middleware or other platform whatsoever, the provision of which is entirely Customer's responsibility.

5 Use and Misuse of the DEMS 360 Service

- 5.1 Customer is solely responsible for uploading, processing, managing, granting access to, downloading and deleting Customer Content using the DEMS 360 Service.
- 5.2 Customer may grant only Authorised Users access to the DEMS 360 Service. Customer is responsible for granting access of Authorised Users to the DEMS 360 Service and for revoking access from users when they cease to be Authorised Users. Customer shall at all times comply, and shall be responsible for ensuring that all Authorised Users comply, with the Agreement.
- 5.3 If Customer or any of the Authorised Users fails at any time to comply with any of the Policies in any respect, including a trivial respect, in addition to any other rights afforded to Reveal under the Agreement Reveal reserves the right without prior notice to suspend Customer's access to or use of the DEMS 360 Service either completely or to the extent that Reveal in its sole discretion deems necessary to ensure a safe and secure manner of providing its services to its customers in general. Reveal shall be entitled to maintain the suspension until Customer is able to remedy its non-compliance with the Policies and to demonstrate its future ability to comply with the Policies to Reveal's reasonable satisfaction.

6 Customer Content

- 6.1 Customer shall retain ownership of all Intellectual Property Rights in Customer Content. Reveal shall not acquire any rights in Customer Content under this Agreement. Customer is solely responsible for any corruption of, or errors contained in, Customer Content prior to upload to the DEMS 360 Service.
- 6.2 Customer Content is Confidential Information and shall be handled by Reveal in accordance with clauses 12 and 14.
- 6.3 Customer may download Customer Content at any time during the Term.
- 6.4 At Customer's request, Reveal will continue to store Customer Content for a period of up to 90 days following the termination of this Agreement. During such 90 day period and subject to payment to Reveal by Customer of all Fees due under this Agreement, Customer will be provided limited access to and use of the DEMS 360 Service as necessary to download or otherwise extract Customer Content (and if Customer cannot so extract, then Reveal shall extract the Customer Content on Customer's behalf and Reveal shall be entitled to charge Customer for the reasonable costs of doing so). Following such period, Reveal will have no obligation to store Customer Content and will promptly delete Customer Content. Upon request Reveal will provide Customer with written confirmation that Customer Content has been deleted in accordance with this clause 6.4. Reveal reserves the right to charge Customer reasonable fees for (a) storing, downloading or exporting Customer Content during the period requested by Customer under this clause 6.4; and (b) for any assistance provided by Reveal in the downloading or exporting of Customer Content under this clause 6.4.

7 Access to the DEMS 360 Service

- 7.1 Customer is solely responsible for providing and maintaining the computers systems and network connectivity, as well as security codes necessary to access and use the DEMS 360 Service.
- 7.2 Customer acknowledges that the DEMS 360 Service is subject to the limitations, delays and other technical issues which are inherent in the use of third-party networks or communications facilities including the internet.
- 7.3 Reveal may, at any time and without notice, suspend, temporarily discontinue or modify the DEMS 360 Service or any part of them where this is necessary in Reveal's sole discretion for the purpose of making modifications to the design, specifications, network connectivity or method of operation of the DEMS 360 Service in order to maintain their compliance with (a) applicable laws or regulations or (b) current security or other technical requirements or standards.
- 7.4 In connection with any period of suspension or temporary discontinuance or modification of Reveal's provision of the DEMS 360 Service permitted by the terms of this Agreement:
 - 7.4.1 Reveal shall provide as much notice as is reasonably possible taking into account the urgency of the situation, its potential effect on Reveal's ability to continue providing services to its customers generally and the need to maintain a safe and secure environment;
 - 7.4.2 Reveal shall not be liable for any resulting loss or damage to Customer including any liability it may incur to third parties; and

7.4.3 Reveal shall be entitled to charge and be paid all Fees until the end of the period of suspension, discontinuance or modification.

7.5 Without prejudice to the foregoing specific rights to suspend or temporarily modify or discontinue the DEMS 360 Service, Reveal shall not be responsible or accept any liability for delays, failures or loss of or damage to data arising from the transfer of data over the internet or other communications networks or facilities other than those networks or facilities which are used by Reveal to deliver the DEMS 360 Service or which are under Reveal's direct control or in its possession.

8 Changes to the DEMS 360 Service

8.1 Reveal may at any time and without prior notice to Customer implement any Operational Change provided that neither the work of implementing the Operational Change nor the consequences of the Operational Change will have a directly material adverse effect on Customer's access to, receipt of or use of the DEMS 360 Service.

8.2 Reveal may by notice in writing make any changes to the DEMS 360 Service which are necessary to comply with any law applicable anywhere in the world or with any published policies, guidelines or codes of practice not having the force of law but which represent good practice.

8.3 Reveal may at any time change the Policies or any part of them where this is desirable in Reveal's sole discretion to comply with good practice and shall provide as much notice as reasonably practicable to Customer save in the case of changes that relate to data security, where in cases of urgency, Reveal may introduce modifications or additional procedures where this is required to maintain a secure environment for the provision of the DEMS 360 Service.

9 Fees

9.1 Customer shall pay the Fees, which shall also include:

9.1.1 any one-off charges in respect of any agreed set-up activities; and

9.1.2 any recurring charges in respect of the provision of the DEMS 360 Service.

9.2 Reveal may render an invoice for Fees at the following times:

9.2.1 in respect of any one-off charges, on the earlier of the Commencement Date or the time indicated for that charge; and

9.2.2 in respect of any recurring charges in respect of the DEMS 360 Service, annually in advance as from the Commencement Date.

9.3 Unless stated to the contrary, it is a condition of this Agreement that Customer should pay for the first year's Fees in advance on the Commencement Date.

9.4 In addition to the Fees set out in clause 9.1, Reveal shall be entitled to charge Customer additional charges ("Overage Charges") incurred in respect of Customer exceeding the usage limits referred to in this Agreement or in the DEMS 360 Service Plan. Unless otherwise specified in this Agreement, Overage Charges shall be payable at the rates specified in the DEMS 360 Service Plan or, if no such rates are specified, at Reveal's then standard rates applicable and published by Reveal from time to time. Reveal may render an invoice for Overage Charges at the end of the month in which they are incurred.

9.5 Unless stated to the contrary, all Fees are exclusive of applicable VAT or other taxes and charges imposed by law from time to time, and Customer shall in addition pay such VAT and other taxes and charges at the rate and in the manner prescribed by law from time to time.

9.6 Unless stated to the contrary, Reveal shall invoice in pounds sterling and Customer shall make full payment in pounds sterling without set-off or deduction within 30 days of the date of the invoice.

9.7 Timely payment shall be of the essence and in addition to its other rights and remedies under the terms of this Agreement or at law, Reveal may suspend the DEMS 360 Services pending full payment. Clause 7.4 shall apply to such suspension as it applies in the case of any suspension or temporary discontinuance or modification of the DEMS 360 Service under clause 7.4.

9.8 If any sum is not paid by the due date for payment as set out above, Reveal may charge interest on any outstanding balance at the rate of 1.5% per month (or the highest rate permitted by law, if less) such interest to accrue on a daily basis and to be compounded monthly.

9.9 If Customer is a government agency, Customer is obliged to pay any Fees or other amounts due under this Agreement as may lawfully be made from funds budgeted and appropriated for the purpose during Customer's then current fiscal year.

9.10 Payment obligations under this Agreement are non-cancellable. Fees and Overage Charges paid are non-refundable. All payments due from Customer shall be payable without set-off, deduction or withholding.

10 Reveal Warranties

10.1 Reveal warrants to Customer that (a) it has full power and authority to enter into and perform its obligations under this Agreement; (b) it has the right, power and authority to grant Customer the rights set out in this Agreement and provide the DEMS 360 Service; (c) the DEMS 360 Service will perform in all material respects in accordance with the Documentation and (d) subject to the other provisions of this Agreement, it will provide the DEMS 360 Service in a timely manner using reasonable care and skill.

10.2 Any and all warranties given by Reveal with respect to the DEMS 360 Service or otherwise under this Agreement are solely for the benefit of Customer and are not transferable. Such warranties shall be null and void if Customer commits a material breach of this Agreement, including but not limited to non-payment of the Fees or other amounts due under this agreement as they fall due.

10.3 OTHER THAN AS SET OUT IN THIS CLAUSE 10, THE DEMS 360 SERVICE IS PROVIDED "AS-IS". REVEAL AND OUR AFFILIATES AND LICENSORS MAKE NO OTHER REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH RESPECT TO THE DEMS 360 SERVICE AND, TO THE EXTENT PERMITTED BY LAW, DISCLAIM ALL WARRANTIES, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, QUIET ENJOYMENT OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

10.4 Reveal does not warrant that Customer's use of the DEMS 360 Service will be uninterrupted, error-free, free from harmful components or that it will meet Customer's specific requirements. Reveal does not warrant that Customer Content will be secure or not otherwise lost or damaged. Reveal does not warrant that the DEMS 360 Service are or will be interoperable with or capable of working in conjunction with any other software or hardware, for which Customer take full responsibility.

11 Customer Representations and Warranties

11.1 Customer represents and warrants that (a) it has full power and authority to enter into and perform its obligations under this Agreement; (b) it has done such reasonable due diligence of the DEMS 360 Services prior to the Commencement Date and takes sole responsibility for their suitability for its own intended purposes; (c) all applicable laws and regulations, including public procurement rules, have been followed in order to ensure the validity and enforceability of this Agreement; and (d) the DEMS 360 Service will only be used in connection with valid law enforcement, lawful policing or lawful security operations and will not be used for personal use. In addition, Customer represents and warrants that (i) it owns all Customer Content; and (ii) the Customer Content and its use by all end users will not violate this Agreement or applicable laws or otherwise violate the Intellectual Property Rights of any third party. Customer agrees to maintain insurance cover sufficient to cover any claim for losses, liabilities, damages, expenses and costs arising out of this clause 11.1. and agrees to hold harmless and indemnify Reveal from and against any and all suits and claims from any third party or Reveal, as well as any resulting damages, attorneys' fees, and other expenses arising or relating to a breach of this clause 11.1.

11.2 If Customer is a government agency, Customer represents and warrants that it has funds available to pay the Fees until the end of Customer's current appropriation periods and intends to request funds to make payments due in each appropriation period within the Term of this Agreement.

11.3 Customer acknowledges that Reveal is making available to it a general service made available to its customers generally and that it is not making a bespoke service available specifically for Customer's individual requirements.

12 Data Protection

12.1 Each party agrees that, in the performance of its respective obligations under this agreement, it shall comply with the provisions of the Data Protection Act 1998 and, with effect from the date on which it enters into force, the General Data Protection Regulation, together with any other replacement law applicable to the protection of personal data in effect from time to time (together, Data Protection Laws), in each case to the extent it applies to each of them. Where used in this clause 12, the expressions process, personal data, data processor and data subject shall bear their respective meanings given in Data Protection Laws.

12.2 For the purposes of Data Protection Laws, where Reveal processes any personal data for Customer pursuant to this agreement (Personal Data) Customer shall be the data controller and Reveal shall be the data processor.

12.3 Reveal shall process the Personal Data only in accordance with the terms of this Agreement and Customer's instructions (provided that such instructions are within the scope of Reveal's obligations under the agreement) unless otherwise required by law or any other regulatory requirements. Where any such instructions given by Customer result or might result in any increase in costs for Reveal in providing the DEMS 360 Service, Reveal is entitled to charge reasonable fees for those affected services by such amount as will compensate it for the increase in costs. Reveal shall give reasonable prior notice in writing to Customer regarding such fees. Customer may change its instructions immediately on receiving such written notice provided that Reveal has not yet incurred any additional costs in seeking to comply with Customer's instructions.

12.4 Customer warrants that:

12.4.1 all Personal Data provided by or on behalf of Customer shall have been lawfully obtained and retained by Customer (or its nominated third party);

12.4.2 all necessary consents and data processing notices have been provided in relation to the processing of the Personal Data;

12.4.3 Customer will not do or omit to do anything which will place Reveal in breach of any Data Protection Laws;

12.4.4 Customer only processes personal data in accordance with the relevant principles under the Data Protection Laws;

12.4.5 Customer is lawfully entitled to provide, procure the provision of or authorise Reveal to obtain (as the case may be) the Personal Data for the purposes envisaged by this Agreement; and

12.4.6 any processing of the Personal Data by Reveal in accordance with clause 12.3 shall not contravene any Data Protection Laws or infringe the rights of the data subject or any third party;

12.5 Without prejudice to any other right or remedy Reveal may have, Customer shall indemnify, keep indemnified and hold Reveal harmless against all claims, demands, penalties, fines, actions, costs, expenses, losses and damages suffered or incurred by or awarded against Reveal arising from or in connection any breach by Customer of this clause 12, as a result of Reveal processing the Personal Data in accordance with clause 12.3 and/or any breach of Data Protection Laws by Customer whether or not such matters were foreseeable or foreseen at the date of this Agreement.

12.6 Reveal warrants that it shall:

12.6.1 not under any circumstances transfer or allow the transfer of the Personal Data outside the European Economic Area other than as permitted by Data Protection Laws (or as otherwise authorised in writing by Customer);

12.6.2 implement such security measures as required to enable Personal Data to be processed in compliance with obligations equivalent to those imposed on Customer by the Data Protection Laws;

12.6.3 notify Customer without undue delay on becoming aware of a personal data breach and cooperate with Customer to resolve such issue; and

12.6.4 at Customer's expense, provide such assistance as Customer may reasonably require to assist it to comply with its obligations to keep the Personal Data secure, allow it to inform a regulatory authority or data subject of a personal data breach, conduct a data protection impact assessment, consult with a regulatory authority regarding the processing of Customer Personal Data and/or respond to requests made by data subjects pursuant to Data Protection Laws.

- 12.7 Customer authorises Reveal to appoint sub-processors from time to time provided that Reveal shall notify Customer of any intended changes concerning the addition or replacement of other sub-processors and shall impose upon any sub-processor (and procure any sub-processor's compliance with) the terms of this clause 12 as if the processing being carried out by the sub-processor was being carried out by Reveal (and Reveal shall be liable for the acts and omissions of such sub-processors as if they were Reveal's own acts and omissions under this Agreement).
- 12.8 From time to time during the term of this Agreement Reveal shall (upon written request from Customer):
- 12.8.1 provide details in writing of its data processing activities in respect of Personal Data; and
- 12.8.2 on reasonable notice allow Customer to audit its compliance with these terms (subject to any reasonable requirements or restrictions that Reveal may impose to safeguard the personal data it holds on behalf of other customers and/or avoid unreasonable disruption to Reveal's business).
- 12.9 Each party shall:
- 12.9.1 comply with all Data Protection Laws;
- 12.9.2 co-operate with any regulatory authority for data processing; and
- 12.9.3 keep such records of processing of Personal Data as required under Data Protection Laws.
- 12.10 On termination of this agreement Reveal shall return or delete all Personal Data (and delete any copies, save to the extent retention is permitted by law or any regulatory requirements or to safeguard the interests of Reveal).

13 Intellectual Property Rights

- 13.1 Reveal or its licensors shall retain ownership of all Intellectual Property Rights in the DEMS 360 Service and in any software or materials created by Reveal in the course of providing the DEMS 360 Service, whether those materials are provided to Customer or not.
- 13.2 Customer acknowledges that Reveal has no delivery obligation and will not ship copies of the software created or used by Reveal to provide the DEMS 360 Service.
- 13.3 Subject to any specific provisions appearing in this Agreement, each party grants to the other for the Term a non-exclusive licence to use any software, materials and data strictly limited to the extent necessary to enable that party to make the use of such software, materials or data to exercise the rights and perform the obligations of each party as set out in this Agreement.
- 13.4 In the event that Customer or any Authorised Users make any suggestions for enhancements or improvements to the DEMS 360 Service, all rights, title and interest in any Intellectual Property Rights in any such suggestions shall be automatically assigned to Reveal and Reveal shall have the rights to suggestions without restriction, irrespective of whether the suggestions have been identified as confidential. Customer irrevocably assigns to Reveal all rights, title and interest in any Intellectual Property Rights in any such suggestions and agrees to provide Reveal with any assistance required by Reveal to document, perfect or maintain our rights in the suggestions.
- 13.5 Reveal shall indemnify, and keep Customer, Authorised Users and Customer's officers, directors, employees, agents, successors, and permitted assignees (each an Reveal Indemnified Party) indemnified from and against any and all losses, which are suffered by, and defend, and hold harmless against any losses which are brought or threatened against, Reveal Indemnified Party, in respect of the access to, receipt of or use of the DEMS 360 Service infringing the Intellectual Property Rights of any third party (Reveal IPR Claim), provided that Reveal shall have no such liability if Customer:
- 13.5.1 does not notify Reveal in writing setting out full details of any Reveal IPR Claim of which it has notice as soon as is reasonably possible and in any case within ten (10) days of receiving notice of Reveal IPR Claim;
- 13.5.2 makes any admission of liability or agrees any settlement or compromise of the relevant Reveal IPR Claim without the prior written consent of Reveal;
- 13.5.3 does not let Reveal at its request and own expense have the conduct of or settle all negotiations and litigation arising from the relevant Reveal IPR Claim; or
- 13.5.4 does not, at Reveal's request, give Reveal all reasonable assistance in the circumstances described above.
- 13.6 If any Reveal IPR Claim is made or is reasonably likely to be made against a Reveal Indemnified Party, Reveal shall either:
- 13.6.1 promptly and at its own expense use its reasonable endeavours to procure for Customer the right to continue accessing, receiving and using the DEMS 360 Service;
- 13.6.2 promptly and at its own expense use its reasonable endeavours to modify or replace the infringing part of the DEMS 360 Service in such a way as will not adversely affect the DEMS 360 Service as set out in this Agreement so as to avoid the infringement or alleged infringement; or
- 13.6.3 refund to Customer all amounts paid to Reveal under the Agreement for the DEMS 360 Service in the twelve (12) month period immediately prior to the first event giving rise to the claim of infringement.
- Together with the indemnity given by Reveal above, this shall be Customer's sole and exclusive remedy in respect of the DEMS 360 Service infringing Intellectual Property Rights of a third party.
- 13.7 Reveal shall have no liability if any alleged infringement of the Intellectual Property Rights of any third party is based on (a) use of the DEMS 360 Service in connection with or in combination with products or services not approved by Reveal; (b) any unauthorised modification on the DEMS 360 Service; (c) any use of the DEMS 360 Service for a purpose or in a manner for which it is not intended or is otherwise used in breach of the Policies; (d) a third party Intellectual Property Right that the Reveal Indemnified Party was made aware of prior to the Commencement Date (pursuant to a claim, demand, or notice); or (e) the Reveal Indemnified Party's actions prior to the Commencement Date, or after the Commencement Date if the DEMS 360 Service as delivered by Reveal and used in accordance with the terms of the Agreement would not otherwise infringe any third party Intellectual Property Rights.

13.8 During and after the Term, Customer agrees not to make, nor assist any third party to make, any claim of infringement of Intellectual Property Rights against Reveal or any of its affiliates, customers, vendors or licensors regarding the DEMS 360 Service that it has used. Customer also agrees to use Reveal's trademarks only as permitted pursuant to this Agreement.

14 Confidentiality

- 14.1 Each party agrees that it may use the other party's Confidential Information only in the performance of its rights and obligations under this Agreement and that it shall not disclose the other party's Confidential Information including all know-how, trade secrets, financial, commercial, technical, tactical or strategic information of any kind except in accordance with this clause 14.
- 14.2 Each party may disclose the other party's Confidential Information to those of its employees, officers, advisers, agents or representatives who need to know the other party's Confidential Information in order to perform the disclosing party's rights and obligations under this Agreement provided that the disclosing party shall ensure that each of its employees, officers, advisers, agents or representatives to whom Confidential Information is disclosed is aware of its confidential nature and complies with this clause 14 as if it were a party.
- 14.3 Each party may disclose any Confidential Information required by law, any court, any governmental, regulatory or supervisory authority (including any regulated investment exchange) or any other authority of competent jurisdiction provided that such party gives the other party notice of any disclosure request.
- 14.4 A party's Confidential Information shall not include information provable by documentation to: (a) be, or later becomes, a part of the public domain through no act or omission of the other party; (b) have been in the other party's lawful possession prior to the disclosure and not have been obtained by the other party either directly or indirectly from the disclosing party; (c) have been lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) have been independently developed by the other party.
- 14.5 The parties agree that a material breach of this Agreement adversely affecting either party's Intellectual Property Rights may cause irreparable injury to such party for which monetary damages may be an inadequate remedy and the non-breaching party shall be entitled to seek equitable relief (without a requirement to post a bond) in addition to any remedies it may have under this Agreement or at law.
- 14.6 Any sub-processor appointed by Reveal according to clause 12.7 shall be made aware of the confidential nature of Customer Content and Reveal shall bind any such sub-processor with an obligation of confidentiality equivalent to that contained in this clause 14.

15 Liabilities

- 15.1 Notwithstanding any provision in this Agreement, neither party excludes or limits any liability for:
- 15.1.1 death or personal injury caused by its negligence or the negligence of its employees, agents or subcontractors (as applicable);
- 15.1.2 fraud or fraudulent misrepresentation; or
- 15.1.3 any other liability to the extent the same cannot be excluded or limited by law.
- In jurisdictions that limit the scope of, or preclude limitations or exclusions of, remedies or damages or of liability or do not allow implied warranties to be excluded, the limitation or exclusion of warranties, remedies, damages or liability set forth herein are intended to apply to the maximum extent permitted by applicable law.
- 15.2 NOTWITHSTANDING ANY OTHER CONTRARY PROVISION IN THIS AGREEMENT BUT SUBJECT TO CLAUSE 15.1, NEITHER REVEAL, ITS AFFILIATES OR ITS LICENSORS SHALL BE LIABLE TO CUSTOMER OR ITS AUTHORIZED USERS, AGENTS, SUCCESSORS OR PERMITTED ASSIGNS WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR OTHERWISE, IN RESPECT OF (A) ANY LOSS OF PROFIT, BUSINESS, CONTRACTS, OPPORTUNITY, GOODWILL, REVENUES, ANTICIPATED SAVINGS OR SIMILAR LOSS, OR ANY LOSS OR CORRUPTION OF SOFTWARE OR DATA (INCLUDING CUSTOMER DATA), OR ANY CLAIMS OR LOSSES BY THIRD PARTIES OTHER THAN IN RESPECT OF THE INDEMNITY SET FORTH IN CLAUSE 13 (AND IN EACH CASE, WHETHER THESE LOSSES ARE DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL); AND/OR (B) ANY INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGE (WHETHER FOR LOSS OF PROFIT OR OTHERWISE) EVEN IF REVEAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 15.3 NOTWITHSTANDING ANY OTHER CONTRARY PROVISION IN THIS AGREEMENT BUT SUBJECT TO CLAUSE 15.1, REVEAL'S MAXIMUM LIABILITY TO CUSTOMER FOR ALL AND ANY CLAIMS OF WHATEVER NATURE AND WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY OR OTHERWISE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY ACTIVITIES RELATED TO THIS AGREEMENT SHALL BE LIMITED IN ANY TWELVE (12) MONTH PERIOD STARTING WITH THE COMMENCEMENT DATE TO A SUM EQUAL TO THE FEES PAID OR PAYABLE BY CUSTOMER TO REVEAL IN THAT TWELVE (12) MONTH PERIOD.
- 15.4 Customer takes full responsibility and shall accept all liability in respect of the use it makes of the DEMS 360 Service and the results it achieves from them.

16 Termination

- 16.1 Either party may terminate this Agreement at any time by giving notice in writing to the other party if:
- 16.1.1 the other party is in default or commits a material breach of this Agreement and such default or breach is not remediable;
- 16.1.2 the other party is in default or commits a material breach of this Agreement which is not remedied within thirty (30) days of receiving written notice of such breach;
- 16.1.3 the other party has failed to pay any amount due under this Agreement on the due date and such amount remains unpaid beyond thirty (30) days after the other party has received notification that the payment is overdue; or
- 16.1.4 that other party stops carrying on all or a significant part of its business, or indicates in any way that it intends to do so; or

16.1.5 becomes insolvent, liquidated or bankrupt, has an administrator, receiver, liquidator, statutory manager, mortgagee's or chargee's agent appointed, becomes subject to any form of insolvency action or external administration, or ceases to continue business for any reason.

If a party becomes aware that any event has occurred, or circumstances exist, which may entitle the other party to terminate this Agreement under this clause 16.1, it shall immediately notify the other party in writing.

16.2 Reveal may terminate this Agreement by notice in writing of not less than 30 days in the event that a change in law applicable anywhere in the world either prevents Reveal or makes it impractical for Reveal to continue to provide the DEMS 360 Service to Customer, in which case the Agreement shall terminate at the end of that 30-day period.

16.3 Termination or expiry of this Agreement shall not affect any accrued rights and liabilities of either party at any time up to the date of termination.

17 **Consequences of Termination**

17.1 Upon termination of this Agreement for any reason:

17.1.1 other than set out in clause 6.4, the obligation on Reveal to provide any the DEMS 360 Service and any rights and licences granted by Reveal under the Agreement shall immediately terminate (including, for the avoidance of doubt, any rights granted to Authorised Users to access the DEMS 360 Service);

17.1.2 Customer shall immediately pay all sums outstanding to Reveal, including Fees and other amounts due for the DEMS 360 Service up to the date of termination; and

17.1.3 other than set out in clause 6.4 each party shall return to the other party and make no further use of any materials, software or other items whatsoever (or of any copies of them) belonging to the other party and/or provided by it pursuant to this Agreement.

17.2 Termination of this Agreement for any reason is without prejudice to any rights or liabilities which have accrued prior to the date of termination.

17.3 Termination will not affect those provisions which by necessary implication are intended to survive termination of this Agreement including those provisions relating to confidentiality, intellectual property and limitation of liabilities.

18 **Notices.** Notices under this Agreement shall be in writing and sent by hand or by prepaid post to a party's address as set out on the first page of the Order Form or, if by email, to the Notices Email Address designated from time to time by the relevant party. A notice delivered by hand is served when delivered, a notice sent by post is served 72 hours after posting (as evidenced by a proof of posting) and a notice sent by email is served when the email is delivered (as evidenced by electronic proof of delivery). Notice by email will be effective only if proof of delivery can be provided. This clause does not apply to notices given in legal proceedings or arbitration.

19 **Announcements.** No announcement or other public disclosure concerning this Agreement or any of the matters contained in it shall be made by, or on behalf of, a party without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed), except as required by law, any court, any governmental, regulatory or supervisory authority (including any recognised investment exchange) or any other authority of competent jurisdiction.

20 **Force Majeure.** Neither party shall have any liability under or be deemed to be in breach of this Agreement for any delays or failures in performance of this Agreement which result from any event beyond the reasonable control of that party (which could not reasonably have been anticipated and avoided by a party), including without limitation war, revolution, terrorism, riot or civil commotion, or reasonable precautions against any such; strikes, lock-outs or other industrial action, whether of the affected party's own employees or others; blockage or embargo; acts of or restrictions imposed by government or public authority; explosion, fire, corrosion, flood, natural disaster, or adverse weather conditions. The party affected by such an event shall promptly notify the other party in writing when such an event causes a delay or failure in performance and when it ceases to do so.

21 **Import and Export Compliance.** Import laws, export laws, data transfer laws and regulations relating to any such may apply to the DEMS 360 Services, whether in relation to a territory in which Customer or Reveal are located or in any territory in which any part of the DEMS 360 Service is performed or provided. Customer agrees: (a) to comply with all such import laws, export laws, data transfer laws and regulations (including any "deemed export" and "deemed re-export" regulations) and to obtain all required local and extraterritorial authorizations, permits or licenses; and (b) that no data, information, software programs and/or materials resulting from the DEMS 360 Services will be exported, directly or indirectly, in violation of these laws by Customer, or will be used for any purpose prohibited by these laws by Customer. The export obligations under this clause shall survive the expiration or termination of this Agreement. Customer is solely responsible for such compliance as it relates to its use of the DEMS 360 Service and access to Customer Content.

22 **Regulator Access.** In the event that a government regulator or other government body with equivalent supervisory authority over Customer ("Regulator") formally requests to access the DEMS 360 Service operations and controls, Customer will diligently attempt to resolve that request directly with the Regulator through use of information and resources Reveal makes generally available to customers. Customer shall be entitled to delegate access to the standard features of the DEMS 360 Service to representatives of the Regulator. In the event the Regulator determines that information available through these mechanisms is insufficient to address the Regulator's stated objectives, and provided that Customer and Reveal have not otherwise agreed upon an inspection or audit process, upon Customer's written confirmation that the Regulator has supervisory authority over Customer to make such a request, Reveal will provide the Regulator with the opportunity to communicate with Reveal's auditor at Customer's expense and, if required by the Regulator, a direct right to examine the DEMS 360 Service, including examination on premises. Regulator only will be allowed to access information about Customer. Customer will be liable for Reveal's reasonable additional costs associated with such examination. For clarity, Reveal and Customer are committed to working together in good faith to resolve a Regulator request through discussion and interaction between Customer, Reveal, and the Regulator. In the event that Customer and Reveal have agreed upon a separate inspection or audit process, such process shall apply in lieu of this right.

23 **Miscellaneous:** The parties are independent contractors, and nothing in this Agreement is intended to or shall create any agency, employment, fiduciary, partnership or joint venture relationship between them. Each party irrevocably agrees that the courts of

England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation. The United Nations Convention on the International Sale of Goods does not apply to this Agreement. Customer may not sub-contract, delegate, transfer or assign this Agreement, or any of its rights or obligations hereunder, by operation of law or otherwise, without Reveal's prior written consent. Reveal may assign this Agreement in whole or in part. Except as expressly provided for in this Agreement, this Agreement does not create any third-party beneficiary rights in a person who is not a party to this Agreement. Except as expressly provided for in this Agreement no one other than a party to this agreement, their successors and permitted assignees, shall have any right to enforce any of its terms. The failure of either party to exercise any right granted herein or to require any performance of any term of this Agreement or the waiver by either party of any breach of this Agreement shall not be deemed a waiver of any subsequent breach of the same or any other term of this Agreement. This Agreement (including the Order Form, the GTC and the Policies) constitutes the entire agreement between Reveal and Customer with respect to the subject matter hereof and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party agrees that it 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 Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation [or negligent misstatement] based on any statement in this agreement. Nothing in this condition shall limit or exclude any liability for fraud. In the event of a conflict between any parts of the Agreement, the parts shall govern and take precedence in the following order: (1) the Order Form, (2) the GTC, and then (3) the Policies. Other than the Policies which may be amended by Reveal at any time, and save as expressly provided for in this Agreement, this Agreement may not be modified without the prior written consent of both parties. If any term or provision in this Agreement shall be held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, such term or provision or part shall to that extent be deemed not to form part of this Agreement but the validity and enforceability of the remainder of this Agreement shall not be affected. The Order Form may be executed in any number of counterparts, each of which will be considered an original for all purposes and all of which, when taken together, constitute on and the same agreement.